

# AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This form is approved by the Real Estate Institute of New Zealand Incorporated and by Auckland District Law Society Incorporated.

DATE: 29 AUGUST 2025

**VENDOR:** Greenheart Mangakahia Forest Land Limited, and  
Greenheart Papakorakora Forest NZ Limited

**Listco:** Greenheart Group Limited

**PURCHASER:** Ingka Investments Forest Assets NZ Limited **and/or nominee**

**The vendor is registered under the GST Act in respect of the transaction and/or will be so registered at settlement:** Yes/No  
If "Yes", Schedule 1 must be completed by the parties.

**Purchase price allocation (PPA) is relevant to the parties for income tax and/or GST purposes:** Vendor Yes/No  
If both parties answer "Yes", use of the PPA addendum for this agreement is recommended. Purchaser/Purchaser's Nominee Yes/No

## PROPERTY

**Address:** Mangakahia Forests and Ormond Valley Forest

**Estate:** FREEHOLD

~~STRATUM-IN-LEASEHOLD~~

~~LEASEHOLD~~

~~CROSS-LEASE (FREEHOLD)~~

~~STRATUM-IN-FREEHOLD~~

~~CROSS-LEASE (LEASEHOLD)~~

If none of the above are deleted, the estate being sold is the first option of freehold.

**Legal Description:**

**Area (more or less):**

Refer Further Terms

Lot/Flat/Unit:

DP:

**Record of Title (unique identifier):**

Copyright

May 2023

## PAYMENT OF PURCHASE PRICE

**Purchase price:** \$133,469,658.00

**Plus GST (if any) OR inclusive of GST (if any)**

If neither is deleted, the purchase price includes GST (if any).

**GST date (refer clause 13.0):**

**Deposit (refer clause 2.0):** \$Refer Further Terms

**Balance of purchase price to be paid or satisfied as follows:**

(1) By payment in cleared funds on the settlement date which is:

OR

(2) In the manner described in the Further Terms of Sale.

**Interest rate for late settlement:** 12

% p.a.

## CONDITIONS (refer clause 9.0)

**Finance required (clause 9.1):**

Yes/No

**Finance date:**

**LIM required (clause 9.3):**

Yes/No

**LIM date:**

**Building report required (clause 9.4):**

Yes/No

**Building report date:**

**Toxicology report required (clause 9.5):**

Yes/No

**Toxicology report date:**

**OIA consent required (clause 9.6):**

Yes/No

**OIA date (clause 9.8):**

**Land Act consent required (clause 9.7):**

Yes/No

**Land Act date (clause 9.8):**

## TENANCIES

Yes/No

Particulars of any tenancies are set out in Schedule 3 or another schedule attached to this agreement by the parties.

It is agreed that the vendor sells and the purchaser purchases the property, and any chattels listed, on the terms and conditions of this agreement.

Release date: 9 May 2023

# GENERAL TERMS OF SALE

## 1.0 Definitions, time for performance, notices, and interpretation

### 1.1 Definitions

- (1) Unless the context requires a different interpretation, words and phrases not otherwise defined have the same meanings ascribed to those words and phrases in the Goods and Services Tax Act 1985, the Property Law Act 2007, the Resource Management Act 1991 or the Unit Titles Act 2010.
- ~~(2) "Accessory unit", "owner", "principal unit", "unit", and "unit plan" have the meanings ascribed to those terms in the Unit Titles Act.~~
- (3) "Agreement" means this document including the front page, these General Terms of Sale, any Further Terms of Sale, and any schedules and attachments.
- (4) "Associated person", "conveyancer", "offshore RLWT person", "residential land purchase amount", "RLWT", "RLWT certificate of exemption" and "RLWT rules" have the meanings ascribed to those terms in the Income Tax Act 2007.
- ~~(5) "Building", "building consent", "code compliance certificate", "commercial on-seller", "compliance schedule" and "household unit" have the meanings ascribed to those terms in the Building Act.~~
- ~~(6) "Building Act" means the Building Act 1991 and/or the Building Act 2004.~~
- ~~(7) "Building report date" means the building report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.~~
- ~~(8) "Building warrant of fitness" means a building warrant of fitness supplied to a territorial authority under the Building Act.~~
- (9) "Cleared funds" means an electronic transfer of funds that has been made strictly in accordance with the requirements set out in the PLS Guidelines.
- (10) "Commissioner" has the meaning ascribed to that term in the Tax Administration Act 1994.
- (11) "Default GST" means any additional GST, penalty (civil or otherwise), interest, or other sum imposed on the vendor (or where the vendor is or was a member of a GST group its representative member) under the GST Act or the Tax Administration Act 1994 by reason of non-payment of any GST payable in respect of the supply made under this agreement but does not include any such sum levied against the vendor (or where the vendor is or was a member of a GST group its representative member) by reason of a default or delay by the vendor after payment of the GST to the vendor by the purchaser.
- (12) "Electronic instrument" has the same meaning as ascribed to that term in the Land Transfer Act 2017.
- ~~(13) "Finance date" means the finance date stated on the front page of this agreement, or if no date is stated, means the tenth working day after the date of this agreement.~~
- (14) "Going concern", "goods", "principal place of residence", "recipient", "registered person", "registration number", "supply", "taxable activity" and "taxable supply" have the meanings ascribed to those terms in the GST Act.
- (15) "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985 and "GST Act" means the Goods and Services Tax Act 1985.
- (16) "Land Act date" means the Land Act date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (17) "Landonline Workspace" means an electronic workspace facility approved by the Registrar-General of Land pursuant to the provisions of the Land Transfer Act 2017.
- ~~(18) "Leases" means any tenancy agreement, agreement to lease (if applicable), lease, sublease, or licence to occupy in respect of the property, and includes any receipt or other evidence of payment of any bond and any formal or informal document or letter evidencing any variation, renewal, extension, review, or assignment.~~
- ~~(19) "LIM" means a land information memorandum issued pursuant to the Local Government Official Information and Meetings Act 1987.~~
- ~~(20) "LIM date" means the LIM date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement, taking into account clause 1.1(45)(c).~~
- (21) "LINZ" means Land Information New Zealand.
- (22) "Local authority" means a territorial authority or a regional council.
- (23) "OIA consent" means consent to purchase the property under the Overseas Investment Act 2005.
- (24) "OIA date" means the OIA date stated on the front page of this agreement, or if no date is stated, has the meaning described in clause 9.8.
- (25) "PLS Guidelines" means the most recent edition, as at the date of this agreement, of the New Zealand Law Society Property Law Section Guidelines, issued by the New Zealand Law Society.
- (26) "Proceedings" means any application to any court or tribunal or any referral or submission to mediation, adjudication or arbitration or any other dispute resolution procedure.
- (27) "Property" means the property described in this agreement.
- (28) "Purchase price" means the total purchase price stated in this agreement which the purchaser has agreed to pay the vendor for the property and the chattels included in the sale.
- (29) "Purchase price allocation" means an allocation of the purchase price, and (if applicable) any other consideration for the property and the chattels included in the sale, to the property, chattels or any part thereof that affects a person's tax position under the Income Tax Act 2007 and/or the GST Act.
- (30) "Regional council" means a regional council within the meaning of the Local Government Act 2002.
- (31) "REINZ" means the Real Estate Institute of New Zealand Incorporated.
- (32) "Remote settlement" means settlement of the sale and purchase of the property by way of the purchaser's lawyer paying the moneys due and payable on the settlement date directly into the trust account of the vendor's lawyer, in consideration of the vendor agreeing to meet the vendor's obligations under clause 3.8(2), pursuant to the protocol for remote settlement recommended in the PLS Guidelines.
- (33) "Residential (but not otherwise sensitive) land" has the meaning ascribed to that term in the Overseas Investment Act 2005.
- ~~(34) "Rules" means body corporate operational rules under the Unit Titles Act.~~

- (35) "Secure web document exchange" means an electronic messaging service enabling messages and electronic documents to be posted by one party to a secure website to be viewed by the other party immediately after posting.
- (36) "Settlement" means (unless otherwise agreed by the parties in writing) the moment in time when the vendor and purchaser have fulfilled their obligations under clause 3.8.
- (37) "Settlement date" means the date specified as such in this agreement.
- (38) "Settlement statement" means a statement showing the purchase price, plus any GST payable by the purchaser in addition to the purchase price, less any deposit or other payments or allowances to be credited to the purchaser, together with apportionments of all incomings and outgoings apportioned at the settlement date.
- (39) "Tax information" and "tax statement" have the meanings ascribed to those terms in the Land Transfer Act 2017.
- (40) "Territorial authority" means a territorial authority within the meaning of the Local Government Act 2002.
- (41) "Title" includes where appropriate a record of title within the meaning of the Land Transfer Act 2017.
- ~~(42) "Toxicology report date" means the toxicology report date stated on the front page of this agreement, or if no date is stated, means the fifteenth working day after the date of this agreement.~~
- ~~(43) "Unit title" means a unit title under the Unit Titles Act.~~
- ~~(44) "Unit Titles Act" means the Unit Titles Act 2010.~~
- (45) "Working day" means any day of the week other than:
  - (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday and Labour Day;
  - (b) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday;
  - (c) a day in the period commencing on the 24th day of December in any year and ending on the 5th day of January (or in the case of the LIM date, ending on the 15th day of January) in the following year, both days inclusive;
  - (d) the day observed as the anniversary of any province in which the property is situated;
  - (e) the day on which a public holiday is observed to acknowledge Matariki, pursuant to the Te Kāhui o Matariki Public Holiday Act 2022; and
  - (f) any other day that the Government of New Zealand declares to be a public holiday.
 A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

#### 1.2 Unless a contrary intention appears on the front page or elsewhere in this agreement:

- (1) the interest rate for late settlement is equivalent to the interest rate charged by the Inland Revenue Department on unpaid tax under the Tax Administration Act 1994 during the period for which the interest rate for late settlement is payable, plus 5% per annum; and
- (2) a party is in default if it did not do what it has contracted to do to enable settlement to occur, regardless of the cause of such failure.

#### 1.3 Time for Performance

- (1) Where the day nominated for settlement or the fulfilment of a condition is not a working day, then the settlement date or the date for fulfilment of the condition shall be the last working day before the day so nominated.
- (2) Any act done pursuant to this agreement by a party, including service of notices, after 5.00 pm on a working day, or on a day that is not a working day, shall be deemed to have been done at 9.00 am on the next succeeding working day.
- (3) Where two or more acts done pursuant to this agreement, including service of notices, are deemed to have been done at the same time, they shall take effect in the order in which they would have taken effect but for clause 1.3(2).

#### 1.4 Notices

The following apply to all notices between the parties relevant to this agreement, whether authorised by this agreement or by the general law:

- (1) All notices must be served in writing.
- (2) Any notice under section 28 of the Property Law Act 2007, where the purchaser is in possession of the property, must be served in accordance with section 353 of that Act.
- (3) All other notices, unless otherwise required by the Property Law Act 2007, must be served by one of the following means:
  - (a) on the party as authorised by sections 354 to 361 of the Property Law Act 2007, or
  - (b) on the party or on the party's lawyer:
    - (i) by personal delivery; or
    - (ii) by posting by ordinary mail; or
    - (iii) by email; or
    - (iv) in the case of the party's lawyer only, by sending by document exchange or, if both parties' lawyers have agreed to subscribe to the same secure web document exchange for this agreement, by secure web document exchange.
- (4) In respect of the means of service specified in clause 1.4(3)(b), a notice is deemed to have been served:
  - (a) in the case of personal delivery, when received by the party or at the lawyer's office;
  - (b) in the case of posting by ordinary mail, on the third working day following the date of posting to the address for service notified in writing by the party or to the postal address of the lawyer's office;
  - (c) in the case of email:
    - (i) when sent to the email address provided for the party or the party's lawyer on the back page; or
    - (ii) any other email address notified subsequently in writing by the party or the party's lawyer (which shall supersede the email address on the back page); or
    - (iii) if no such email address is provided on the back page or notified subsequently in writing, the office email address of the party's lawyer's firm appearing on the firm's letterhead or website;
  - (d) in the case of sending by document exchange, on the second working day following the date of sending to the document exchange number of the lawyer's office;
  - (e) in the case of sending by secure web document exchange, on the first working day following the date of sending to the secure web document exchange.
- (5) Any period of notice required to be given under this agreement shall be computed by excluding the day of service.

### 1.5 Interpretation and Execution

- (1) If there is more than one vendor or purchaser, the liability of the vendors or of the purchasers, as the case may be, is joint and several.
- (2) Where the purchaser executes this agreement with provision for a nominee, or as agent for an undisclosed or disclosed but unidentified principal, or on behalf of a company to be formed, the purchaser shall at all times remain liable for all obligations on the part of the purchaser.
- (3) If any inserted term (including any Further Terms of Sale) conflicts with the General Terms of Sale the inserted term shall prevail.
- (4) Headings are for information only and do not form part of this agreement.
- (5) References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- (6) Reference to a party's lawyer includes reference to a conveyancing practitioner (as defined in the Lawyers and Conveyancers Act 2006), engaged by that party, provided that all actions of that conveyancing practitioner (including without limitation any actions in respect of any undertaking or in respect of settlement) must strictly accord with the PLS Guidelines.

## 2.0 Deposit

- 2.1 The purchaser shall pay the deposit to the vendor or the vendor's agent immediately upon execution of this agreement by both parties or at such other time as is specified in this agreement.
- 2.2 If the deposit is not paid on the due date for payment, the vendor may at any time thereafter serve on the purchaser notice requiring payment. If the purchaser fails to pay the deposit on or before the third working day after service of the notice, time being of the essence, the vendor may cancel this agreement by serving notice of cancellation on the purchaser. No notice of cancellation shall be effective if the deposit has been paid before the notice of cancellation is served.
- 2.3 The deposit shall be in part payment of the purchase price.
- 2.4 The person to whom the deposit is paid shall hold it as a stakeholder until the latest of those of the following matters which are applicable to this agreement:
  - ~~(1) the requisition procedure under clause 6.0 is completed without either party cancelling this agreement; and/or~~
  - (2) where this agreement is entered into subject to any condition(s) expressed in this agreement, each such condition has been fulfilled or waived; and/or
  - ~~(3) where the property is a unit title:
 
    - ~~(a) a pre-contract disclosure statement that complies with section 146 of the Unit Titles Act, and a pre-settlement disclosure statement that complies with section 147 of the Unit Titles Act, have been provided to the purchaser by the vendor within the times prescribed in those sections, and/or~~
    - ~~(b) all rights of delay or cancellation under sections 149, 149A, 151, or 151A of the Unit Titles Act that have arisen have been waived or have expired without being exercised, and/or~~
    - ~~(c) this agreement is cancelled pursuant to sections 149A or 151A of the Unit Titles Act, and/or~~~~
  - (4) this agreement is:
    - ~~(a) cancelled pursuant to clause 6.2(3)(c), and/or~~
    - ~~(b) avoided pursuant to clause 9.10(5).~~
- ~~2.5 Where the person to whom the deposit is paid is a real estate agent, the period for which the agent must hold the deposit as a stakeholder pursuant to clause 2.4 shall run concurrently with the period for which the agent must hold the deposit under section 123 of the Real Estate Agents Act 2008, but the agent must hold the deposit for the longer of those two periods, or such lesser period as is agreed between the parties in writing as required by section 123 of the Real Estate Agents Act 2008, but in no event shall the deposit be released prior to the expiry of the requisition period under clause 6.0, unless the requisition period is expressly waived in writing.~~

## 3.0 Possession and Settlement

### Possession

- 3.1 Unless particulars of a tenancy are included in this agreement, the property is sold with vacant possession and the vendor shall so yield the property on the settlement date.
- 3.2 If the property is sold with vacant possession, then subject to the rights of any tenants of the property, the vendor shall permit the purchaser or any person authorised by the purchaser in writing, upon reasonable notice:
  - (1) to enter the property on one occasion prior to the settlement date for the purposes of examining the property, ~~chattels~~ and fixtures which are included in the sale; and
  - (2) to re-enter the property no later than the day prior to the settlement date to confirm compliance by the vendor with any agreement made by the vendor to carry out any work on the property, ~~the chattels~~ and the fixtures.
- 3.3 Possession shall be given and taken on the settlement date. Outgoings and incomings in respect of the settlement date are the responsibility of and belong to the vendor.
- ~~3.4 On the settlement date, the vendor shall make available to the purchaser keys to all exterior doors that are locked by key, electronic door openers to all doors that are opened electronically, and the keys and/or security codes to any alarms. The vendor does not have to make available keys, electronic door openers, and security codes where the property is tenanted and these are held by the tenant.~~

### Settlement

- 3.5 The vendor shall prepare, at the vendor's own expense, a settlement statement. The vendor shall tender the settlement statement to the purchaser or the purchaser's lawyer ~~a reasonable time~~ **at least 10 working days** prior to the settlement date. ~~If the property is a unit title, the vendor's settlement statement must show any periodic contributions to the operating account that have been struck prior to the settlement date (whether or not they are payable before or after the settlement date) and these periodic contributions to the operating account shall be apportioned. There shall be no apportionment of contributions to any long term maintenance fund, contingency fund or capital improvement fund.~~



- 3.6 The purchaser's lawyer shall:
- (1) within a reasonable time prior to the settlement date create a Landonline Workspace for the transaction, notify the vendor's lawyer of the dealing number allocated by LINZ, and prepare in that workspace a transfer instrument in respect of the property; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferee's tax statement; and
    - (b) certify and sign the transfer instrument.
- 3.7 The vendor's lawyer shall:
- (1) within a reasonable time prior to the settlement date prepare in that workspace all other electronic instruments required to confer title on the purchaser in terms of the vendor's obligations under this agreement; and
  - (2) prior to settlement:
    - (a) lodge in that workspace the tax information contained in the transferor's tax statement; and
    - (b) have those instruments and the transfer instrument certified, signed and, where possible, pre-validated.
- 3.8 On the settlement date:
- (1) the balance of the purchase price, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement (credit being given for any amount payable by the vendor under clause 3.12 or 3.13, or for any deduction allowed to the purchaser under clause 5.2, or for any compensation agreed by the vendor in respect of a claim made by the purchaser pursuant to clause 10.2(1), or for any interim amount the purchaser is required to pay to a stakeholder pursuant to clause 10.8);
  - (2) the vendor's lawyer shall immediately thereafter:
    - (a) release or procure the release of the transfer instrument and the other instruments mentioned in clause 3.7(1) so that the purchaser's lawyer can then submit them for registration;
    - (b) pay to the purchaser's lawyer the LINZ registration fees on all of the instruments mentioned in clause 3.7(1), unless these fees will be invoiced to the vendor's lawyer by LINZ directly; and
    - (c) deliver to the purchaser's lawyer any other documents that the vendor must provide to the purchaser on settlement in terms of this agreement, including where this agreement provides for the property to be sold tenanted, all leases relating to the tenancy that are held by the vendor and a notice from the vendor to each tenant advising them of the sale of the property and directing them to pay to the purchaser as landlord, in such manner as the purchaser may prescribe, all rent or other moneys payable under the leases.
- 3.9 All obligations under clause 3.8 are interdependent.
- 3.10 The parties shall complete settlement by way of remote settlement in accordance with the PLS Guidelines. Where the purchaser considers it is necessary or desirable to tender settlement, this may be effected (in addition to any other valid form of tender) by the purchaser's lawyer providing to the vendor's lawyer a written undertaking that:
- (1) the purchaser is ready, willing, and able to settle;
  - (2) the purchaser's lawyer has certified and signed the transfer instrument and any other instruments in the Landonline Workspace for the transaction that must be signed on behalf of the purchaser; and
  - (3) the purchaser's lawyer holds in their trust account in cleared funds the amount that the purchaser must pay on settlement.

#### **Last-Minute Settlement**

- 3.11 If due to the delay of the purchaser, settlement takes place between 4.00 pm and 5.00 pm on the settlement date ("last-minute settlement"), the purchaser shall pay the vendor:
- (1) one day's interest at the interest rate for late settlement on the portion of the purchase price paid in the last-minute settlement; and
  - (2) if the day following the last-minute settlement is not a working day, an additional day's interest (calculated in the same manner) for each day until, but excluding, the next working day.

#### **Purchaser Default: Late Settlement**

- 3.12 If any portion of the purchase price is not paid upon the due date for payment, then, provided that the vendor provides reasonable evidence of the vendor's ability to perform any obligation the vendor is obliged to perform on that date in consideration for such payment:
- (1) the purchaser shall pay to the vendor interest at the interest rate for late settlement on the portion of the purchase price so unpaid for the period from the due date for payment until payment ("the default period"); but nevertheless, this stipulation is without prejudice to any of the vendor's rights or remedies including any right to claim for additional expenses and damages. For the purposes of this clause, a payment made on a day other than a working day or after the termination of a working day shall be deemed to be made on the next following working day and interest shall be computed accordingly; and
  - (2) the vendor is not obliged to give the purchaser possession of the property or to pay the purchaser any amount for remaining in possession, unless this agreement relates to a tenanted property, in which case the vendor must elect either to:
    - (a) account to the purchaser on settlement for incomings in respect of the property which are payable and received during the default period, in which event the purchaser shall be responsible for the outgoings relating to the property during the default period; or
    - (b) retain such incomings in lieu of receiving interest from the purchaser pursuant to clause 3.12(1).
  - (3) If the parties are unable to agree upon any amount payable under this clause 3.12, either party may make a claim under clause 10.0.

#### **Vendor Default: Late Settlement or Failure to Give Possession**

- 3.13 (1) For the purposes of this clause 3.13:
- (a) the default period means:
    - (i) in clause 3.13(2), the period from the settlement date until the date when the vendor is able and willing to provide vacant possession and the purchaser takes possession; and

- (ii) in clause 3.13(3), the period from the date the purchaser takes possession until the date when settlement occurs; and
  - (iii) in clause 3.13(5), the period from the settlement date until the date when settlement occurs; and
- (b) the vendor shall be deemed to be unwilling to give possession if the vendor does not offer to give possession.
- (2) If this agreement provides for vacant possession but the vendor is unable or unwilling to give vacant possession on the settlement date, then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement:
  - (a) the vendor shall pay the purchaser, at the purchaser's election, either:
    - (i) compensation for any reasonable costs incurred for temporary accommodation for persons and storage of chattels during the default period; or
    - (ii) an amount equivalent to interest at the interest rate for late settlement on the entire purchase price during the default period; and
  - (b) the purchaser shall pay the vendor an amount equivalent to the interest earned or which would be earned on overnight deposits lodged in the purchaser's lawyer's trust bank account on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date but remains unpaid during the default period less:
    - (i) any withholding tax; and
    - (ii) any bank or legal administration fees and commission charges; and
    - (iii) any interest payable by the purchaser to the purchaser's lender during the default period in respect of any mortgage or loan taken out by the purchaser in relation to the purchase of the property.
- (3) If this agreement provides for vacant possession and the vendor is able and willing to give vacant possession on the settlement date, then, provided the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the purchaser may elect to take possession in which case the vendor shall not be liable to pay any interest or other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period. A purchaser in possession under this clause 3.13(3) is a licensee only.
- (4) Notwithstanding the provisions of clause 3.13(3), the purchaser may elect not to take possession when the purchaser is entitled to take it. If the purchaser elects not to take possession, the provisions of clause 3.13(2) shall apply as though the vendor were unable or unwilling to give vacant possession on the settlement date.
- (5) If this agreement provides for the property to be sold tenanted then, provided that the purchaser provides reasonable evidence of the purchaser's ability to perform the purchaser's obligations under this agreement, the vendor shall on settlement account to the purchaser for incomings which are payable and received in respect of the property during the default period less the outgoings paid by the vendor during that period. Apart from accounting for such incomings, the vendor shall not be liable to pay any other moneys to the purchaser but the purchaser shall pay the vendor the same amount as that specified in clause 3.13(2)(b) during the default period.
- (6) The provisions of this clause 3.13 shall be without prejudice to any of the purchaser's rights or remedies including any right to claim for any additional expenses and damages suffered by the purchaser.
- (7) If the parties are unable to agree upon any amount payable under this clause 3.13, either party may make a claim under clause 10.0.

#### Deferment of Settlement and Possession

- 3.14 ~~if,~~
- (1) ~~this is an agreement for the sale by a commercial or seller of a household unit, and~~
  - (2) ~~a code compliance certificate has not been issued by the settlement date in relation to the household unit,~~
- ~~then, unless the parties agree otherwise (in which case the parties shall enter into a written agreement in the form (if any) prescribed by the Building (Forms) Regulations 2004), the settlement date shall be deferred to the fifth working day following the date upon which the vendor has given the purchaser notice that the code compliance certificate has been issued (which notice must be accompanied by a copy of the certificate).~~
- 3.15 In every case, if neither party is ready, willing, and able to settle on the settlement date, the settlement date shall be deferred to the third working day following the date upon which one of the parties gives notice it has become ready, willing, and able to settle.
- 3.16 ~~if,~~
- (1) ~~the property is a unit title, and~~
  - (2) ~~the settlement date is deferred pursuant to either clause 3.14 or clause 3.15, and~~
  - (3) ~~the vendor considers on reasonable grounds that an extension of time is necessary or desirable in order for the vendor to comply with clause 8.3,~~
- ~~then the vendor may extend the settlement date.~~
- (a) ~~where there is a deferment of the settlement date pursuant to clause 3.14, to the tenth working day after the date upon which the vendor gives the purchaser notice that the code compliance certificate has been issued, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice, or~~
  - (b) ~~where there is a deferment of the settlement date pursuant to clause 3.15, to the tenth working day after the date upon which one of the parties gives notice that it has become ready, willing, and able to settle, provided the vendor gives notice of the extension to the purchaser no later than the second working day after such notice.~~

#### New Title Provision

- 3.17 (1) ~~Where,~~
- (a) ~~the transfer of the property is to be registered against a new title yet to be issued, and~~
  - (b) ~~a search copy, as defined in section 60 of the Land Transfer Act 2017, of that title is not obtainable by the tenth working day prior to the settlement date,~~
- ~~then, unless the purchaser elects that settlement shall still take place on the agreed settlement date, the settlement date shall be deferred to the tenth working day after the later of the date on which.~~

- ~~(i) the vendor has given the purchaser notice that a search copy is obtainable, or~~
- ~~(ii) the requisitions procedure under clause 6.0 is complete.~~
- ~~(2) Clause 3.17(1) shall not apply where it is necessary to register the transfer of the property to enable a plan to be deposited and title to the property to be issued.~~

#### 4.0 Residential Land Withholding Tax

- ~~4.1 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons, then:
 
  - ~~(1) the vendor must provide the purchaser or the purchaser's conveyancer, on or before the second working day before the due date for payment of the first residential land purchase amount payable under this agreement, with:
 
    - ~~(a) sufficient information to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction whether section 54C of the Tax Administration Act 1994 applies to the sale of the property, and~~
    - ~~(b) if the purchaser or the purchaser's conveyancer determines to their reasonable satisfaction that section 54C of the Tax Administration Act 1994 does apply, all of the information required by that section and either an RLWT certificate of exemption in respect of the sale or otherwise such other information that the purchaser or the purchaser's conveyancer may reasonably require to enable the purchaser or the purchaser's conveyancer to determine to their reasonable satisfaction the amount of RLWT that must be withheld from each residential land purchase amount,~~~~
  - ~~(2) the vendor shall be liable to pay any costs reasonably incurred by the purchaser or the purchaser's conveyancer in relation to RLWT, including the cost of obtaining professional advice in determining whether there is a requirement to withhold RLWT and the amount of RLWT that must be withheld, if any, and~~
  - ~~(3) any payments payable by the purchaser on account of the purchase price shall be deemed to have been paid to the extent that:
 
    - ~~(a) RLWT has been withheld from those payments by the purchaser or the purchaser's conveyancer as required by the RLWT rules, and~~
    - ~~(b) any costs payable by the vendor under clause 4.1(2) have been deducted from those payments by the purchaser or the purchaser's conveyancer.~~~~~~
- ~~4.2 If the vendor does not have a conveyancer or the vendor and the purchaser are associated persons and if the vendor fails to provide the information required under clause 4.1(1), then the purchaser may:
 
  - ~~(1) defer the payment of the first residential land purchase amount payable under this agreement (and any residential land purchase amount that may subsequently fall due for payment) until such time as the vendor supplies that information, or~~
  - ~~(2) on the due date for payment of that residential land purchase amount, or at any time thereafter if payment has been deferred by the purchaser pursuant to this clause and the vendor has still not provided that information, treat the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT.~~~~
- ~~4.3 If pursuant to clause 4.2 the purchaser treats the sale of the property as if it is being made by an offshore RLWT person where there is a requirement to pay RLWT, the purchaser or the purchaser's conveyancer may:
 
  - ~~(1) make a reasonable assessment of the amount of RLWT that the purchaser or the purchaser's conveyancer would be required by the RLWT rules to withhold from any residential land purchase amount if the sale is treated in that manner, and~~
  - ~~(2) withhold that amount from any residential land purchase amount and pay it to the Commissioner as RLWT.~~~~
- ~~4.4 Any amount withheld by the purchaser or the purchaser's conveyancer pursuant to clause 4.3 shall be treated as RLWT that the purchaser or the purchaser's conveyancer is required by the RLWT rules to withhold.~~
- ~~4.5 The purchaser or the purchaser's conveyancer shall give notice to the vendor a reasonable time before payment of any sum due to be paid on account of the purchase price of:
 
  - ~~(1) the costs payable by the vendor under clause 4.1(2) that the purchaser or the purchaser's conveyancer intends to deduct, and~~
  - ~~(2) the amount of RLWT that the purchaser or the purchaser's conveyancer intends to withhold.~~~~

#### 5.0 Risk and insurance refer Further Terms

- ~~5.1 The property and chattels shall remain at the risk of the vendor until possession is given and taken.~~
- ~~5.2 If, prior to the giving and taking of possession, the property is destroyed or damaged, and such destruction or damage has not been made good by the settlement date, then the following provisions shall apply:
 
  - ~~(1) if the destruction or damage has been sufficient to render the property untenantable and it is untenantable on the settlement date, the purchaser may:
 
    - ~~(a) complete the purchase at the purchase price, less a sum equal to any insurance moneys received or receivable by or on behalf of the vendor in respect of such destruction or damage, provided that no reduction shall be made to the purchase price if the vendor's insurance company has agreed to reinstate for the benefit of the purchaser to the extent of the vendor's insurance cover, or~~
    - ~~(b) cancel this agreement by serving notice on the vendor in which case the vendor shall return to the purchaser immediately the deposit and any other moneys paid by the purchaser, and neither party shall have any right or claim against the other arising from this agreement or its cancellation,~~~~
  - ~~(2) if the property is not untenantable on the settlement date, the purchaser shall complete the purchase at the purchase price less a sum equal to the amount of the diminution in value of the property which, to the extent that the destruction or damage to the property can be made good, shall be deemed to be equivalent to the reasonable cost of reinstatement or repair,~~
  - ~~(3) if the property is zoned for rural purposes under an operative District Plan, damage to the property shall be deemed to have rendered the property untenantable where the diminution in value exceeds an amount equal to 20% of the purchase price, and~~
  - ~~(4) if the amount of the diminution in value is disputed, the parties shall follow the same procedure as that set out in clause 10.8 for when an amount of compensation is disputed.~~~~
- ~~5.3 The purchaser shall not be required to take over any insurance policies held by the vendor.~~

**6.0 Title, boundaries and requisitions**

- 6.1 The vendor shall not be bound to point out the boundaries of the property ~~except that on the sale of a vacant residential lot which is not limited as to parcels the vendor shall ensure that all boundary markers required by the Cadastral Survey Act 2002 and any related rules and regulations to identify the boundaries of the property are present in their correct positions at the settlement date.~~
- 6.2 (1) The purchaser is deemed to have accepted the vendor's title ~~except as to objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the earlier of:~~  
~~(a) the tenth working day after the date of this agreement; or~~  
~~(b) the settlement date.~~
- ~~(2) Where the transfer of the property is to be registered against a new title yet to be issued, the purchaser is deemed to have accepted the title except as to such objections or requisitions which the purchaser is entitled to make and notice of which the purchaser serves on the vendor on or before the fifth working day following the date the vendor has given the purchaser notice that the title has been issued and a search copy of it as defined in section 60 of the Land Transfer Act 2017 is obtainable.~~
- ~~(3) If the vendor is unable or unwilling to remove or comply with any objection or requisition as to title, notice of which has been served on the vendor by the purchaser, then the following provisions will apply:~~  
~~(a) the vendor shall notify the purchaser ("a vendor's notice") of such inability or unwillingness on or before the fifth working day after the date of service of the purchaser's notice;~~  
~~(b) if the vendor does not give a vendor's notice the vendor shall be deemed to have accepted the objection or requisition and it shall be a requirement of settlement that such objection or requisition shall be complied with before settlement;~~  
~~(c) if the purchaser does not on or before the fifth working day after service of a vendor's notice notify the vendor that the purchaser waives the objection or requisition, either the vendor or the purchaser may (notwithstanding any intermediate negotiations) by notice to the other, cancel this agreement.~~
- 6.3 ~~In the event of cancellation under clause 6.2(3), the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid under this agreement by the purchaser and neither party shall have any right or claim against the other arising from this agreement or its cancellation. In particular, the purchaser shall not be entitled to any interest or to the expense of investigating the title or to any compensation whatsoever.~~
- 6.4 (1) ~~If the title to the property being sold is a cross-lease title or a unit title and there are:~~  
~~(a) in the case of a cross-lease title:~~  
~~(i) alterations to the external dimensions of any leased structure, or~~  
~~(ii) buildings or structures not intended for common use which are situated on any part of the land that is not subject to a restricted use covenant;~~  
~~(b) in the case of a unit title, encroachments out of the principal unit or accessory unit title space (as the case may be), then the purchaser may requisition the title under clause 6.2 requiring the vendor.~~  
~~(c) in the case of a cross-lease title, to deposit a new plan depicting the buildings or structures and register a new cross-lease or cross-leases (as the case may be) and any other ancillary dealings in order to convey good title; or~~  
~~(d) in the case of a unit title, to deposit an amendment to the unit plan, a redevelopment plan or new unit plan (as the case may be) depicting the principal and/or accessory units and register such transfers and any other ancillary dealings in order to convey good title.~~
- ~~(2) The words "alterations to the external dimensions of any leased structure" shall only mean alterations which are attached to the leased structure and enclosed.~~
- 6.5 The vendor shall not be liable to pay for or contribute towards the expense of erection or maintenance of any fence between the property and any contiguous land of the vendor but this proviso shall not enure for the benefit of any subsequent purchaser of the contiguous land; and the vendor shall be entitled to require the inclusion of a fencing covenant to this effect in any transfer of the property.

**7.0 Vendor's warranties and undertakings**

- 7.1 The vendor warrants and undertakes that at the date of this agreement the vendor has not:  
 (1) received any notice or demand and has no knowledge of any requisition or outstanding requirement:  
 (a) from any local or government authority or other statutory body; or  
 (b) under the Resource Management Act 1991; or  
 (c) from any tenant of the property; or  
 (d) from any other party; or  
 (2) given any consent or waiver, which directly or indirectly affects the property and which has not been disclosed in writing to the purchaser.
- 7.2 The vendor warrants and undertakes that at the date of this agreement the vendor has no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.
- 7.3 The vendor warrants and undertakes that at settlement:  
 (1) ~~The chattels included in the sale listed in Schedule 2 and all plant, equipment, systems or devices which provide any services or amenities to the property, including, without limitation, security, heating, cooling, or air-conditioning, are delivered to the purchaser in reasonable working order, but in all other respects in their state of repair as at the date of this agreement (fair wear and tear excepted).~~  
 (2) All electrical and other installations on the property are free of any charge whatsoever and all chattels included in the sale are the unencumbered property of the vendor.  
 (3) There are no arrears of rates, water rates or charges outstanding on the property and where the property is subject to a targeted rate that has been imposed as a means of repayment of any loan, subsidy or other financial assistance made available by or through the local authority, the amount required to remove the imposition of that targeted rate has been paid.

- (4) Where an allowance has been made by the vendor in the settlement statement for incomings receivable, the settlement statement correctly records those allowances including, in particular, the dates up to which the allowances have been made.
  - (5) Where the vendor has done or caused or permitted to be done on the property any works:
    - (a) any permit, resource consent, or building consent required by law was obtained; and
    - (b) to the vendor's knowledge, the works were completed in compliance with those permits or consents; and
    - (c) where appropriate, a code compliance certificate was issued for those works.
  - ~~(6) Where under the Building Act, any building on the property sold requires a compliance schedule:
    - ~~(a) the vendor has fully complied with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,~~
    - ~~(b) the building has a current building warrant of fitness, and~~
    - ~~(c) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~~~
  - (7) Since the date of this agreement, the vendor has not given any consent or waiver which directly or indirectly affects the property.
  - (8) Any notice or demand received by the vendor, which directly or indirectly affects the property, after the date of this agreement:
    - (a) from any local or government authority or other statutory body; or
    - (b) under the Resource Management Act 1991; or
    - (c) from any tenant of the property; or
    - (d) from any other party,has been delivered forthwith by the vendor to either the purchaser or the purchaser's lawyer, unless the vendor has paid or complied with such notice or demand. If the vendor fails to so deliver or pay the notice or demand, the vendor shall be liable for any penalty incurred.
- ~~7.4 If the property is or includes part only of a building, the warranty and undertaking in clause 7.3(6) does not apply. Instead the vendor warrants and undertakes at the date of this agreement that, where under the Building Act the building of which the property forms part requires a compliance schedule:
  - ~~(1) to the vendor's knowledge, there has been full compliance with any requirements specified in any compliance schedule issued by a territorial authority under the Building Act in respect of the building,~~
  - ~~(2) the building has a current building warrant of fitness, and~~
  - ~~(3) the vendor is not aware of any reason, that the vendor has not disclosed in writing to the purchaser, which would prevent a building warrant of fitness from being supplied to the territorial authority when the building warrant of fitness is next due.~~~~
- 7.5 The vendor warrants and undertakes that on or immediately after settlement:
- (1) If the water and wastewater charges are determined by meter, the vendor will have the water meter read and will pay the amount of the charge payable pursuant to that reading; but if the water supplier will not make special readings, the water and wastewater charges shall be apportioned.
  - (2) Any outgoings included in the settlement statement are paid in accordance with the settlement statement and, where applicable, to the dates shown in the settlement statement, or will be so paid immediately after settlement.
  - (3) The vendor will give notice of sale in accordance with the Local Government (Rating) Act 2002 to the territorial authority and regional council in whose district the land is situated and will also give notice of the sale to every other authority that makes and levies rates or charges on the land and to the supplier of water.
  - ~~(4) Where the property is a unit title, the vendor will notify the body corporate in writing of the transfer of the property and the name and address of the purchaser.~~

## **~~8.0 Unit title and cross-lease provisions~~**

### **~~Unit Titles~~**

- ~~8.1 If the property is a unit title, sections 144 to 153 of the Unit Titles Act require the vendor to provide to the purchaser a pre-contract disclosure statement and a pre-settlement disclosure statement in accordance with the Unit Titles Act. The requirements of this clause 8 are in addition to, and do not derogate from, the requirements of that Act.~~
- ~~8.2 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as follows as at the date of this agreement:
  - ~~(1) The information in the pre-contract disclosure statement provided to the purchaser was complete and correct to the extent required by the Unit Titles Act.~~
  - ~~(2) Apart from regular periodic contributions, no contributions have been levied or proposed by the body corporate.~~
  - ~~(3) There are no unsatisfied judgments against the body corporate and no proceedings have been instituted against or by the body corporate.~~
  - ~~(4) No order or declaration has been made by any Court or Tribunal against the body corporate or the vendor under any provision of the Unit Titles Act.~~
  - ~~(5) The vendor has no knowledge or notice of any fact which might result in:
    - ~~(a) the vendor or the purchaser incurring any other liability under any provision of the Unit Titles Act, or~~
    - ~~(b) any proceedings being instituted by or against the body corporate, or~~
    - ~~(c) any order or declaration being sought against the body corporate or the vendor under any provision of the Unit Titles Act.~~~~
  - ~~(6) The vendor is not aware of proposals to pass any body corporate resolution relating to its rules nor are there any unregistered changes to the body corporate rules.~~
  - ~~(7) No lease, licence, easement, or special privilege has been granted by the body corporate in respect of any part of the common property.~~~~



- ~~(8) No resolution has been passed and no application has been made and the vendor has no knowledge of any proposal for—~~  
~~(a) the transfer of the whole or any part of the common property,~~  
~~(b) the addition of any land to the common property,~~  
~~(c) the cancellation of the unit plan,~~  
~~(d) the deposit of an amendment to the unit plan, a redevelopment plan, or a new unit plan in substitution for the existing unit plan, or~~  
~~(e) any change to utility interest or ownership interest for any unit on the unit plan.~~
- ~~8.3 If the property is a unit title, not less than five working days before the settlement date, the vendor will provide—~~  
~~(1) a certificate of insurance for all insurances effected by the body corporate under the provisions of section 135 of the Unit Titles Act, and~~  
~~(2) a pre-settlement disclosure statement from the vendor, certified correct by the body corporate, under section 147 of the Unit Titles Act.~~
- ~~8.4 If the property is a unit title, then except to the extent the vendor has disclosed otherwise to the purchaser in writing prior to the parties entering into this agreement, the vendor warrants and undertakes as at the settlement date—~~  
~~(1) Other than contributions to the operating account, long-term maintenance fund, contingency fund, or capital improvements fund that are shown in the pre-settlement disclosure statement, there are no other amounts owing by the vendor under any provision of the Unit Titles Act.~~  
~~(2) All contributions and other moneys payable by the vendor to the body corporate have been paid in full.~~  
~~(3) The warranties at clause 8.2(2), (3), (4), (5), (6), (7), and (8) are repeated.~~
- ~~8.5 If the property is a unit title and if the vendor does not provide the certificates of insurance and the pre-settlement disclosure statement under section 147 of the Unit Titles Act in accordance with the requirements of clause 8.3, then in addition to the purchaser's rights under sections 150, 151 and 151A of the Unit Titles Act, the purchaser may—~~  
~~(1) postpone the settlement date until the fifth working day following the date on which that information is provided to the purchaser, or~~  
~~(2) elect that settlement shall still take place on the settlement date, such election to be a waiver of any other rights to delay or cancel settlement under the Unit Titles Act or otherwise.~~
- ~~8.6 If the property is a unit title, each party specifies that—~~  
~~(1) any email address of that party's lawyer provided on the back page of this agreement, or notified subsequently in writing by that party's lawyer shall be an address for service for that party for the purposes of section 205(1)(d) of the Unit Titles Act, and~~  
~~(2) if that party is absent from New Zealand, that party's lawyer shall be that party's agent in New Zealand for the purposes of section 205(2) of the Unit Titles Act.~~
- ~~8.7 Unauthorised Structures – Cross-Leases and Unit Titles~~  
~~(1) Where structures (not stated in clause 6.0 to be requisitionable) have been erected on the property without—~~  
~~(a) in the case of a cross-lease title, any required lessors' consent, or~~  
~~(b) in the case of a unit title, any required body corporate consent,~~  
~~the purchaser may demand within the period expiring on the earlier of—~~  
~~(i) the tenth working day after the date of this agreement, or~~  
~~(ii) the settlement date,~~  
~~that the vendor obtain the written consent of the current lessors or the body corporate (as the case may be) to such improvements ("a current consent") and provide the purchaser with a copy of such consent on or before the settlement date.~~  
~~(2) Should the vendor be unwilling or unable to obtain a current consent, then the procedure set out in clauses 6.2(3) and 6.3 shall apply, with the purchaser's demand under clause 8.6(1) being deemed to be an objection and requisition.~~

## **9.0 Conditions and mortgage terms**

- ~~9.1 Finance condition—~~  
~~(1) If the purchaser has indicated that finance is required on the front page of this agreement, this agreement is conditional upon the purchaser arranging finance for such amount as the purchaser may require from a bank or other lending institution of the purchaser's choice on terms and conditions satisfactory to the purchaser in all respects on or before the finance date.~~  
~~(2) If the purchaser avoids this agreement for failing to arrange finance in terms of clause 9.1(1), the purchaser must provide a satisfactory explanation of the grounds relied upon by the purchaser, together with supporting evidence, immediately upon request by the vendor.~~
- ~~9.2 Mortgage terms—~~  
~~(1) Any mortgage to be arranged pursuant to a finance condition shall be upon and subject to the terms and conditions currently being required by the lender in respect of loans of a similar nature.~~
- ~~9.3 LIM condition—~~  
~~(1) If the purchaser has indicated on the front page of this agreement that a LIM is required—~~  
~~(a) that LIM is to be obtained by the purchaser at the purchaser's cost, and~~  
~~(b) this agreement is conditional upon the purchaser approving that LIM by the LIM date, provided that such approval must not be unreasonably or arbitrarily withheld.~~  
~~(2) If, on reasonable grounds, the purchaser does not approve the LIM, the purchaser shall give notice to the vendor ("the purchaser's notice") on or before the LIM date stating the particular matters in respect of which approval is withheld and, if those matters are capable of remedy, what the purchaser reasonably requires to be done to remedy those matters. If the purchaser does not give a purchaser's notice the purchaser shall be deemed to have approved the LIM. If through no fault of the purchaser, the LIM is not available on or before the LIM date and the vendor does not give an extension when requested, then unless the purchaser waives this condition, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.~~

- ~~(3) The vendor shall give notice to the purchaser ("the vendor's notice") on or before the third working day after receipt of the purchaser's notice advising whether or not the vendor is able and willing to comply with the purchaser's notice by the settlement date.~~
- ~~(4) If the vendor does not give a vendor's notice, or if the vendor's notice advises that the vendor is unable or unwilling to comply with the purchaser's notice, and if the purchaser does not, on or before the fifth working day after the date on which the purchaser's notice is given, give notice to the vendor that the purchaser waives the objection to the LIM, this condition shall not have been fulfilled and the provisions of clause 9.10(5) shall apply.~~
- ~~(5) If the vendor gives a vendor's notice advising that the vendor is able and willing to comply with the purchaser's notice, this condition is deemed to have been fulfilled, and it shall be a requirement of settlement that the purchaser's notice shall be complied with, and also, if the vendor must carry out work on the property, that the vendor shall obtain the approval of the territorial authority to the work done, both before settlement.~~

#### ~~9.4 Building report condition~~

- ~~(1) If the purchaser has indicated on the front page of this agreement that a building report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the building report date a report on the condition of the buildings and any other improvements on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~
- ~~(2) The report must be prepared in good faith by a suitably-qualified building inspector in accordance with accepted principles and methods and it must be in writing.~~
- ~~(3) Subject to the rights of any tenants of the property, the vendor shall allow the building inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of preparation of the report.~~
- ~~(4) The building inspector may not carry out any invasive testing in the course of inspection without the vendor's prior written consent.~~
- ~~(5) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the building inspector's report.~~

#### ~~9.5 Toxicology report condition~~

- ~~(1) If the purchaser has indicated on the front page of this agreement that a toxicology report is required, this agreement is conditional upon the purchaser obtaining at the purchaser's cost on or before the toxicology report date, a toxicology report on the property that is satisfactory to the purchaser, on the basis of an objective assessment.~~
- ~~(2) The purpose of the toxicology report shall be to detect whether the property has been contaminated by the preparation, manufacture or use of drugs including, but not limited to, methamphetamine.~~
- ~~(3) The report must be prepared in good faith by a suitably-qualified inspector in accordance with accepted principles and methods and it must be in writing.~~
- ~~(4) Subject to the rights of any tenants of the property, the vendor shall allow the inspector to inspect the property at all reasonable times upon reasonable notice for the purposes of carrying out the testing and preparation of the report.~~
- ~~(5) The inspector may not carry out any invasive testing in the course of the inspection without the vendor's prior written consent.~~
- ~~(6) If the purchaser avoids this agreement for non-fulfilment of this condition pursuant to clause 9.10(5), the purchaser must provide the vendor immediately upon request with a copy of the inspector's report.~~

#### ~~9.6 OIA consent condition~~ Refer Further Terms

- ~~(1) If the purchaser has indicated on the front page of this agreement that OIA consent is required, this agreement is conditional upon OIA consent being obtained on or before the OIA date on terms and conditions that are satisfactory to the purchaser, acting reasonably, the purchaser being responsible for payment of the application fee. This condition is inserted for the benefit of both parties, but (subject to clause 9.6(2)) may not be waived by either party, and the vendor is not required to do anything to enable this condition to be fulfilled.~~
- ~~(2) If the purchaser has indicated on the front page of this agreement that OIA consent is not required, or has failed to indicate whether it is required, then the purchaser warrants that the purchaser does not require OIA consent.~~

~~9.7 If this agreement relates to a transaction to which the Land Act 1948 applies, this agreement is conditional upon the vendor obtaining the necessary consent by the Land Act date.~~

~~9.8 If the Land Act date or OIA date is not shown on the front page of this agreement that date shall be the settlement date or that date 65 working days after the date of this agreement whichever is the sooner, except where the property comprises residential (but not otherwise sensitive) land in which case that date shall be the settlement date or that date 20 working days after the date of this agreement, whichever is the sooner.~~

#### ~~9.9 Resource Management Act condition~~

~~If this agreement relates to a transaction to which section 225 of the Resource Management Act 1991 applies then this agreement is subject to the appropriate condition(s) imposed by that section.~~

#### ~~9.10 Operation of conditions~~

~~If this agreement is expressed to be subject either to the above or to any other condition(s), then in relation to each such condition the following shall apply unless otherwise expressly provided:~~

- ~~(1) The condition shall be a condition subsequent.~~
- ~~(2) The party or parties for whose benefit the condition has been included shall do all things which may reasonably be necessary to enable the condition to be fulfilled by the date for fulfilment.~~
- ~~(3) Time for fulfilment of any condition and any extended time for fulfilment to a fixed date shall be of the essence.~~
- ~~(4) The condition shall be deemed to be not fulfilled until notice of fulfilment has been served by one party on the other party.~~
- ~~(5) If the condition is not fulfilled by the date for fulfilment, either party may at any time before the condition is fulfilled or waived avoid this agreement by giving notice to the other. Upon avoidance of this agreement, the purchaser shall be entitled to the immediate return of the deposit and any other moneys paid by the purchaser under this agreement and neither party shall have any right or claim against the other arising from this agreement or its termination.~~

- (6) At any time before this agreement is avoided, the purchaser may waive any finance condition and either party may waive any other condition which is for the sole benefit of that party. Any waiver shall be by notice.

## **10.0 Claims for compensation**

- 10.1 If the purchaser has not purported to cancel this agreement, the breach by the vendor of any term of this agreement does not defer the purchaser's obligation to settle, but that obligation is subject to the provisions of this clause 10.0.
- 10.2 The provisions of this clause apply if:
- (1) the purchaser claims a right to compensation (and in making such a claim, the purchaser must act reasonably, but the vendor taking the view that the purchaser has not acted reasonably does not affect the purchaser's ability or right to make such a claim) for:
    - (a) a breach of any term of this agreement;
    - (b) a misrepresentation;
    - (c) a breach of section 9 or section 14 of the Fair Trading Act 1986;
    - (d) an equitable set-off, or
  - (2) there is a dispute between the parties regarding any amounts payable:
    - (a) under clause 3.12 or clause 3.13; or
    - (b) under clause 5.2.
- 10.3 To make a claim under this clause 10.0:
- (1) the claimant must serve notice of the claim on the other party on or before the last working day prior to the settlement date, time being of the essence (except for claims made after the settlement date for amounts payable under clause 3.12 or clause 3.13, in respect of which the claimant may serve notice of the claim on the other party at any time after a dispute arises over those amounts); and
  - (2) the notice must:
    - (a) state the particular breach of the terms of this agreement, or the claim under clause 3.12, clause 3.13 or clause 5.2, or for misrepresentation, or for breach of section 9 or section 14 of the Fair Trading Act 1986, or for an equitable set-off; and
    - (b) state a genuine pre-estimate of the loss suffered by the claimant; and
    - (c) be particularised and quantified to the extent reasonably possible as at the date of the notice; and
  - (3) the claimant must not have made a prior claim under this clause 10.0 (to the intent that a claimant may make a claim under this clause 10.0 on only one occasion, though such claim may address one or more of the elements in clause 10.2).
- 10.4 If the claimant is unable to give notice under clause 10.3 in respect of claims under clause 10.2(1) or clause 10.2(2)(b) on or before the date that notice is due under clause 10.3(1) by reason of the conduct or omission of the other party, the notice may be served on or before the working day immediately preceding the last working day on which settlement must take place under a settlement notice served by either party under clause 11.1, time being of the essence.
- 10.5 If the amount of compensation is agreed, it shall be deducted from or added to the amount to be paid by the purchaser on settlement.
- 10.6 If the purchaser makes a claim for compensation under clause 10.2(1) but the vendor disputes that the purchaser has a valid or reasonably arguable claim, then:
- (1) the vendor must give notice to the purchaser within three working days after service of the purchaser's notice under clause 10.3, time being of the essence; and
  - (2) the purchaser's right to make the claim (on the basis that such claim is valid or reasonably arguable) shall be determined by an experienced property lawyer or an experienced litigator appointed by the parties. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society. The appointee's costs shall be met by the party against whom the determination is made or otherwise as determined by the appointee.
- 10.7 If the purchaser makes a claim for compensation under clause 10.2(1) and the vendor fails to give notice to the purchaser pursuant to clause 10.6, the vendor is deemed to have accepted that the purchaser has a valid or reasonably arguable claim.
- 10.8 If it is accepted, or determined under clause 10.6, that the purchaser has a right to claim compensation under clause 10.2(1) but the amount of compensation claimed is disputed, or if the claim is made under clause 10.2(2) and the amount of compensation claimed is disputed, then:
- (1) an interim amount shall be paid on settlement by the party required to a stakeholder until the amount of the claim is determined;
  - (2) if the parties cannot agree on a stakeholder, the interim amount shall be paid to a stakeholder nominated on the application of either party by the president for the time being of the Auckland District Law Society;
  - (3) the interim amount must be a reasonable sum having regard to the circumstances, except that:
    - (a) where the claim is under clause 3.13 the interim amount shall be the lower of the amount claimed, or an amount equivalent to interest at the interest rate for late settlement for the relevant default period on such portion of the purchase price (including any deposit) as is payable under this agreement on or by the settlement date;
    - (b) neither party shall be entitled or required to undertake any discovery process, except to the extent this is deemed necessary by the appointee under clause 10.8(4) for the purposes of determining that the requirements of clauses 10.3(2)(b)-(c) have been met.
  - (4) if the parties cannot agree on the interim amount, the interim amount shall be determined by an experienced property lawyer, an experienced litigator, or, where the claim for compensation is made under clause 5.2, an experienced registered valuer or quantity surveyor appointed by the parties. The appointee's costs shall be met equally by the parties, or otherwise as determined by the appointee. If the parties cannot agree on the appointee, the appointment shall be made on the application of either party by the president for the time being of the Auckland District Law Society;
  - (5) the amount of the claim determined to be payable shall not be limited by the interim amount;

- (6) the stakeholder shall lodge the interim amount on an interest-bearing call deposit with a bank registered under the Reserve Bank of New Zealand Act 1989 in the joint names of the vendor and the purchaser;
  - (7) the interest earned on the interim amount net of any withholding tax and any bank or legal administration fees and commission charges shall follow the destination of the interim amount; and
  - (8) apart from the net interest earned on the interim amount, no interest shall be payable by either party to the other in respect of the claim for compensation once the amount of the claim has been determined, provided that if the amount determined is in excess of the interim amount, the party liable to make payment of that excess shall pay interest to the other party at the interest rate for late settlement on the amount of that excess if it is not paid on or before the third working day after the date of notification of the determination, computed from the date of such notification until payment.
- 10.9 Where a determination has to be made under clause 10.6(2) or clause 10.8(4) and the settlement date will have passed before the determination is made, the settlement date shall be deferred to the second working day following the date of notification to both parties of the determination. Where a determination has to be made under both of these clauses, the settlement date shall be deferred to the second working day following the date on which notification to both parties has been made of both determinations. However, the settlement date will only be deferred under this clause 10.9 if, prior to such deferral, the purchaser's lawyer provides written confirmation to the vendor's lawyer that but for the resolution of the claim for compensation, the purchaser is ready, willing, and able to complete settlement.
- 10.10 The procedures prescribed in clauses 10.1 to 10.9 shall not prevent either party from taking proceedings for specific performance of this agreement.
- 10.11 A determination under clause 10.6 that the purchaser does not have a valid or reasonably arguable claim for compensation under clause 10.2(1) shall not prevent the purchaser from pursuing that claim following settlement.
- 10.12 Where a determination is made by an appointee under either clause 10.6 or clause 10.8, that appointee:
- (1) shall not be liable to either party for any costs or losses that either party may claim to have suffered in respect of the determination; and
  - (2) may make an order that one party must meet all or some the reasonable legal costs of the other party, and in making such an order the appointee may without limitation take into account the appointee's view of the reasonableness of the conduct of the parties under this clause.

#### 11.0 Notice to complete and remedies on default

- 11.1 (1) If the sale is not settled on the settlement date, either party may at any time thereafter serve on the other party a settlement notice.
- (2) The settlement notice shall be effective only if the party serving it is at the time of service in all material respects ready, willing, and able to proceed to settle in accordance with this agreement, or is not so ready, willing, and able to settle only by reason of the default or omission of the other party.
- (3) If the purchaser is in possession, the vendor's right to cancel this agreement will be subject to sections 28 to 36 of the Property Law Act 2007 and the settlement notice may incorporate or be given with a notice under section 28 of that Act complying with section 29 of that Act.
- 11.2 Subject to clause 11.1(3), upon service of the settlement notice the party on whom the notice is served shall settle:
- (1) on or before the twelfth working day after the date of service of the notice; or
  - (2) on the first working day after the 13th day of January if the period of twelve working days expires during the period commencing on the 6th day of January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.
- 11.3 (1) If this agreement provides for the payment of the purchase price by instalments and the purchaser fails duly and punctually to pay any instalment on or within one month from the date on which it fell due for payment then, whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up the unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
- (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
- (3) The vendor may give a settlement notice with a notice under this clause.
- (4) For the purposes of this clause a deposit is not an instalment.
- 11.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor then, subject to clause 11.1(3):
- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:
    - (a) sue the purchaser for specific performance; or
    - (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
      - (i) forfeit and retain for the vendor's own benefit the deposit paid by the purchaser, but not exceeding in all 10% of the purchase price; and/or
      - (ii) sue the purchaser for damages.
  - (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.
  - (3) The damages claimable by the vendor under clause 11.4(1)(b)(ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on any bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:
    - (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale;
    - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
    - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
  - (4) Any surplus money arising from a resale shall be retained by the vendor.

- 11.5 If the vendor does not comply with the terms of a settlement notice served by the purchaser, then, without prejudice to any other rights or remedies available to the purchaser at law or in equity the purchaser may:
- (1) sue the vendor for specific performance; or
  - (2) cancel this agreement by notice and require the vendor forthwith to repay to the purchaser any deposit and any other money paid on account of the purchase price and interest on such sum(s) at the interest rate for late settlement from the date or dates of payment by the purchaser until repayment.
- 11.6 The party serving a settlement notice may extend the term of the notice for one or more specifically stated periods of time and thereupon the term of the settlement notice shall be deemed to expire on the last day of the extended period or periods and it shall operate as though this clause stipulated the extended period(s) of notice in lieu of the period otherwise applicable; and time shall be of the essence accordingly. An extension may be given either before or after the expiry of the period of the notice.
- 11.7 Nothing in this clause shall preclude a party from suing for specific performance without serving a settlement notice.
- 11.8 A party who serves a settlement notice under this clause shall not be in breach of an essential term by reason only of that party's failure to be ready, willing, and able to settle upon the expiry of that notice.

## 12.0 Non-merger

- 12.1 The obligations and warranties of the parties in this agreement shall not merge with:
- (1) the giving and taking of possession;
  - (2) settlement;
  - (3) the transfer of title to the property;
  - (4) delivery of the chattels (if any); or
  - (5) registration of the transfer of title to the property.

## 13.0 Goods and Services Tax and Purchase Price Allocation

- 13.1 If this agreement provides for the purchaser to pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement, then:
- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
  - (2) where the GST date has not been inserted on the front page of this agreement the GST date shall be the settlement date;
  - (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
    - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
    - (b) any default GST;
  - (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act; and
  - (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to clause 3.8(1).
- 13.2 If the supply under this agreement is a taxable supply, the vendor will deliver a tax invoice to the purchaser on or before the GST date or such earlier date as the purchaser is entitled to delivery of an invoice under the GST Act.
- 13.3
- (1) Without prejudice to the vendor's rights and remedies under clause 13.1, where any GST is not paid to the vendor on or within one month of the GST date, then whether or not the purchaser is in possession, the vendor may immediately give notice to the purchaser calling up any unpaid balance of the purchase price, which shall upon service of the notice fall immediately due and payable.
  - (2) The date of service of the notice under this clause shall be deemed the settlement date for the purposes of clause 11.1.
  - (3) The vendor may give a settlement notice under clause 11.1 with a notice under this clause.
- 13.4 Each party warrants that their response to the statement on the front page regarding purchase price allocation being relevant to the vendor or purchaser/purchaser's nominee for income tax and/or GST purposes is correct.

## 14.0 Zero-rating

- 14.1 The vendor warrants that the statement on the front page regarding the vendor's GST registration status in respect of the supply under this agreement and any particulars stated by the vendor in Schedule 1 are correct at the date of this agreement and will remain correct at settlement.
- 14.2 The purchaser warrants that any particulars stated by the purchaser in Schedule 1 are correct at the date of this agreement.
- 14.3 Where the particulars stated on the front page and in Schedule 1 indicate that:
- (1) the vendor is and/or will be at settlement a registered person in respect of the supply under this agreement;
  - (2) the recipient is and/or will be at settlement a registered person;
  - (3) the recipient intends at settlement to use the property for making taxable supplies; and
  - (4) the recipient does not intend at settlement to use the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act,
- GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act.
- 14.4 If GST is chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, then on or before settlement the purchaser will provide the vendor with the recipient's name, address, and registration number if any of those details are not included in Schedule 1 or they have altered.
- 14.5
- (1) If any of the particulars stated by the purchaser in Schedule 1:
    - (a) are incomplete; or
    - (b) alter between the date of this agreement and settlement,
 the purchaser shall notify the vendor of the particulars which have not been completed and the altered particulars as soon as practicable before settlement.
  - (2) The purchaser warrants that any added or altered particulars will be correct as at the date of the purchaser's notification.



- (3) If the GST treatment of the supply under this agreement should be altered as a result of the added or altered particulars, the vendor shall prepare and deliver to the purchaser or the purchaser's lawyer an amended settlement statement, if the vendor has already tendered a settlement statement, and a credit note or a debit note, as the case may be, if the vendor has already issued a tax invoice.
- 14.6 If
- (1) the particulars in Schedule 1 state that part of the property is being used as a principal place of residence at the date of this agreement; and
  - (2) that part is still being so used at the time of the supply under this agreement,
- then, the supply of that part will be a separate supply in accordance with section 5(15)(a) of the GST Act.
- 14.7 If
- (1) the particulars stated in Schedule 1 indicate that the recipient intends to use part of the property as a principal place of residence by the recipient or a person associated with the recipient under section 2A(1)(c) of the GST Act; and
  - (2) that part is the same part as that being used as a principal place of residence at the time of the supply under this agreement,
- then the references in clauses 14.3 and 14.4 to "the property" shall be deemed to mean the remainder of the property excluding that part and the references to "the supply under this agreement" shall be deemed to mean the supply under this agreement of that remainder.
- 14.8 If the particulars stated on the front page and in Schedule 1 indicate in terms of clause 14.3 that GST will be chargeable on the supply under this agreement at 0% pursuant to section 11(1)(mb) of the GST Act, but any of the particulars stated by the purchaser in Schedule 1 should alter between the date of this agreement and settlement, such that GST no longer becomes chargeable on the supply at 0%, then:
- (1) the purchase price shall be plus GST (if any), even if it has been expressed as being inclusive of GST (if any) on the front page of this agreement; and
  - (2) if the vendor has already had to account to the Inland Revenue Department for the GST which is payable in respect of the supply under this agreement and did so on the basis that in accordance with clause 14.3 the GST would be chargeable at 0%, the purchaser shall pay GST and any default GST to the vendor immediately upon demand served on the purchaser by the vendor (and where any GST or default GST is not so paid to the vendor, the purchaser shall pay to the vendor interest at the interest rate for late settlement on the amount unpaid from the date of service of the vendor's demand until payment).

## 15.0 Supply of a Going Concern

- 15.1 If there is a supply under this agreement to which section 11(1)(mb) of the GST Act does not apply but which comprises the supply of a taxable activity that is a going concern at the time of the supply, then, unless otherwise expressly stated in this agreement:
- (1) each party warrants that it is a registered person or will be so by the date of the supply;
  - (2) each party agrees to provide the other party by the date of the supply with proof of its registration for GST purposes;
  - (3) the parties agree that they intend that the supply is of a taxable activity that is capable of being carried on as a going concern by the purchaser; and
  - (4) the parties agree that the supply made pursuant to this agreement is the supply of a going concern on which GST is chargeable at 0%.
- 15.2 If it subsequently transpires that GST is payable in respect of the supply and if this agreement provides for the purchaser to pay (in addition to the purchase price without GST) any GST which is payable in respect of the supply made under this agreement, then the provisions of clause 13.0 of this agreement shall apply.

## 16.0 Limitation of Liability

- 16.1 If a person enters into this agreement as trustee of a trust and is not a beneficiary of the trust, then that person will be known as an "independent trustee" and clauses 16.2 and 16.3 will apply.
- 16.2 The liability of an independent trustee under this agreement is limited to the extent of the indemnity from the assets of the trust available to the independent trustee at the time of enforcement of that indemnity.
- 16.3 However, if the entitlement of the independent trustee to be indemnified from the trust assets has been lost or impaired (whether fully or in part) by reason of the independent trustee's act or omission (whether in breach of trust or otherwise), then the limitation of liability in clause 16.2 does not apply, and the independent trustee will be personally liable up to the amount that would have been indemnified from the assets of the trust had the indemnity not been lost.

## 17.0 Counterparts

- 17.1 This agreement may be executed and delivered in any number of counterparts (including scanned and emailed PDF counterparts).
- 17.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 17.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both vendor and purchaser have received a counterpart signed by each person required to sign.
- 17.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to all parties.

## ~~18.0 Agency~~

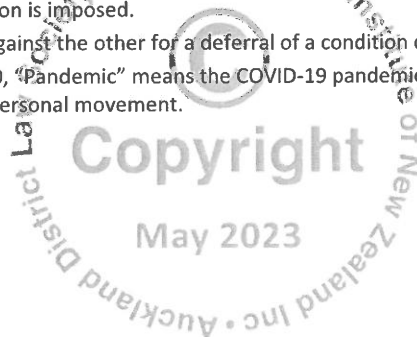
- ~~18.1 If the name of a licensed real estate agent is recorded on this agreement, it is acknowledged that the sale evidenced by this agreement has been made through that agent whom the vendor has appointed as the vendor's agent according to an executed agency agreement.~~
- ~~18.2 The scope of the authority of the agent under clause 18.1 does not extend to making an offer, counteroffer, or acceptance of a purchaser's offer or counteroffer on the vendor's behalf without the express authority of the vendor for that purpose. That authority, if given, should be recorded in the executed agency agreement.~~
- ~~18.3 The vendor shall be liable to pay the agent's charges including GST in accordance with the executed agency agreement.~~

### ~~19.0 Collection of Sales Information~~

- ~~19.1 Once this agreement has become unconditional in all respects, the agent may provide certain information relating to the sale to REINZ.~~
- ~~19.2 This information will be stored on a secure password protected network under REINZ's control and may include (amongst other things) the sale price and the address of the property, but will not include the parties' names or other personal information under the Privacy Act 2020.~~
- ~~19.3 This information is collected, used and published for statistical, property appraisal and market analysis purposes, by REINZ, REINZ member agents and others.~~
- ~~19.4 Despite the above, if REINZ does come to hold any of the vendor's or purchaser's personal information, that party has a right to access and correct that personal information by contacting REINZ at info@reinz.co.nz or by post or telephone.~~

### **20.0 COVID-19 / Pandemic Provisions**

- 20.1 The parties acknowledge that the Government of New Zealand or a Minister of that Government may, as a result of public health risks arising from a Pandemic, order restrictions on personal movement pursuant to the COVID-19 Public Health Response Act 2020 (or other legislation), and the effect of such restrictions may be that personal movement within or between particular regions is unlawful for the general population of those regions.
- 20.2 Where such a legal restriction on personal movement exists either nationally or in the region or district where the property is located:
- (1) The date for satisfaction of any condition that has not yet been satisfied or waived will be the later of:
    - (a) the date that is 10 working days after the restriction on personal movement in the region or district in which the property is located is removed; or
    - (b) the date for satisfaction of the condition as stated elsewhere in this agreement.
  - (2) The settlement date will be the later of:
    - (a) the date that is 10 working days after all conditions are satisfied or waived; or
    - (b) the date that is 10 working days after the date on which the restriction on personal movement in the region or district in which the property is located is removed; or
    - (c) the settlement date as stated elsewhere in this agreement.
  - (3) Nothing in the previous provisions of this clause is to have the effect of bringing forward a date specified in this agreement.
- 20.3 Clause 20.2 applies whether such legal restriction on personal movement exists at, or is imposed after, the date of this agreement, and on each occasion such restriction is imposed.
- 20.4 Neither party will have any claim against the other for a deferral of a condition date or the settlement date under this clause 20.0.
- 20.5 For the purposes of this clause 20.0, "Pandemic" means the COVID-19 pandemic, or such other pandemic or epidemic that gives rise to Government orders restricting personal movement.



## FURTHER TERMS OF SALE

Refer attached Further Terms



## FURTHER TERMS OF SALE

### 21 DEFINITIONS

21.1 In this Agreement the following definitions apply:

**Agreed Form**, in relation to a document, means the form approved, and for identification purposes, initialled by the Vendor and the Purchaser or otherwise agreed in writing (including by means of email) between the parties' respective lawyers.

**Authority** means, in respect of any applicable jurisdiction, the Crown, a minister, a government department, or an authority constituted for public purpose, a holder of an office for a public purpose, a local authority, a court and any officer or agent of any of the foregoing acting as such, for such jurisdiction.

**CAA** has the meaning set out for that defined term in the CCRA.

**Carbon Records** means the data, information, and records, including the data, information and records for the Property required to be collected and/or held in relation to Pre-1990 Forest Land or Post-1989 Forest Land under the CCRA.

**CCRA** means the Climate Change Response Act 2002.

**Confidential Information** means:

- (a) the terms of and the transaction contemplated by or given effect to by this Agreement;
- (b) the facts, matters and circumstances surrounding the terms of this Agreement and the transaction contemplated by or given effect to by this Agreement;
- (c) all information of or used by the Vendor relating to its transactions, operations and affairs;
- (d) in respect of each party (**First Party**), all information disclosed by or on behalf of the other party to the First Party or anyone on behalf of the First Party (whether on or before the date of this Agreement) in connection with this Agreement or the transaction contemplated by or given effect to by this Agreement;
- (e) all notes, data, reports and other records (whether or not in tangible form) based on, incorporating or derived from information referred to in paragraphs (a) or (d);
- (f) all copies (whether or not in tangible form) of the information, notes, reports and records referred to in paragraphs (c), (d) or (e); and
- (g) everything contained in the Data Room,

that is not public knowledge (otherwise than as a result of a breach of a confidentiality obligation of a party) and apart from the information which is required by law or regulation or by any Authority to be disclosed.

**Data Room** means the electronic data room named "Greenheart NZ Dataroom" hosted by Ansarada for the purposes of the transaction contemplated by this Agreement.

**Deforest** has the meaning set out for that term in the CCRA, and "Deforestation" and "Deforested" have corresponding meanings.

**Depreciable Assets** means any assets owned by the Vendor that are being sold with the Property (including, buildings, fences, etc) that are capable of depreciation, other than Depreciable Land Improvements.

**Depreciable Land Improvements** means those as set out in schedule 20 Part G of the Income Tax Act 2007, on the Property (including roads and bridges) but excluding the Trees.

**Disclosed** means fairly disclosed in writing to the Purchaser by the Vendor in the Disclosure Materials, and "Disclose" will be construed accordingly.

**Disclosure Materials** means all written documents and information (including written responses to requests for information) contained in the Data Room, and listed in the index set out in Schedule 6.

**FAP** means a plan in respect of Pre-1990 Forest Land under which NZUs are allocated under the CCRA, or any legislation passed in substitution of it.

**Forest Management Agreement** means the agreement in the Agreed Form under which Northland Forest Managers (1995) Limited, a Related Company of the Vendor, will provide forestry management services to the Purchaser in relation to the Property as set out in Schedule 11.

**Fundamental Warranties** means the warranties contained in clauses 30.5, 30.6.4, 37.1.5, and 37.1.8.

**Harvest** means any of the following forestry activities in relation to the Property:

- (a) felling;
- (b) the construction of skid sites;
- (c) de-limbing (cutting branches off);
- (d) cutting to specific length; or
- (e) loading onto trucks for removal.

**Hong Kong Listing Rules** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

**Hong Kong Stock Exchange** means The Stock Exchange of Hong Kong Limited.

**Law** includes:

- (a) principles of law or equity established by decisions of the courts of New Zealand or any other relevant jurisdiction;
- (b) statutes, regulations or by-laws of any Authority; and
- (c) requirements and approvals (including conditions) of any Authority that have the force of law.

**Listco** means Greenheart Group Limited, traded as SEHK: 94 on the Hong Kong Stock Exchange, a Hong Kong listed multi-national forestry company registered in Hong Kong.

**Listco Consent Condition** has the meaning given to that term in clause 23.1.

**Long Stop Date** means 5pm on **28 November 2025** or, if the OIO Condition Date is extended under clause 23.9, or as the parties may otherwise agree.



**Management Subsidiaries** means the following subsidiaries of Listco that are registered companies in New Zealand:

- (a) Northland Forest Managers (1995) Limited, company number 706921;
- (b) Apex Forest Management Limited, company number 5604910;
- (c) Forest Management Services (NZ) Limited, company number 4662219; and
- (d) Pouto Forest Managers Limited, company number 4662039.

**NZETR Holding Account** means the purchaser's NZETR holding account, being NZ-13533, as under clause 30.9.3.

**NZETS** means the New Zealand Emissions Trading Scheme operating under the CCRA.

**NZU** means New Zealand Unit and has the meaning set out for that term in the CCRA.

**NZU Market Value** for the purpose of clause 25.1.1 means \$56.75 for one NZU.

**NZU Value** has the meaning given to that term under clause 25.1.1.

**OIA** means the Overseas Investment Act 2005.

**OIO** has the meaning given to that term in clause 23.4.

**OIO Consent Condition** has the meaning given to that term in clause 23.4.

**OIO Consent Date** means 5pm on the date that is 55 Working Days following the date the Vendor provides the Vendor Information Form completed to the satisfaction of the Purchaser under clause 23.6.1 (subject to an extension in accordance with clause 23.8).

**Post-1989 Forest Land** has the meaning set out for that defined term in the CCRA.

**Pre-1990 Forest Land** has the meaning set out for that defined term in the CCRA.

**Property** means the land contained in the Records of Title set out in Schedule 5 together with any buildings and yards, Trees, fences, tracks, dams, and any other improvements on the land (if any).

**Property Contracts** means the contracts entered into by the Vendor, or Management Subsidiaries, in relation to the Property, as set out in Schedule 7.

**Records** means all stand records and other operational data not included in the stand records (if any), inventory data, harvest planning data, map data information (including, if any, GIS digital data files), management plans and permanent sample plot data, Carbon Records and any other information relating to the Trees and/or the Property, held by the Vendor on the Settlement Date.

**Registered Hectares** means approximately 888.73 hectares, being the total number of Post-1989 Forest Land hectares within the Property that have been registered as CAAs under the CCRA.

**Registered Post-1989 Forest Land** has the meaning given to that term under clause 30.4.

**Regulations** means the Overseas Investment Regulations 2005.

**Related Company** in respect of a company means a related company of that company in terms of section 2(3) of the Companies Act 1993.

**Related Scheme** means schemes in respect to forestry that are not emissions trading schemes or FAPs and include the Permanent Forest Sinks Initiative, the Afforestation Grant Scheme, the One Billion Trees Programme, the East Coast Forestry Project, the Erosion Control Funding Programme, the SLM Hill Country Erosion Programme, or other schemes in relation to forestry from time to time.

**Resource Consents** means any resource consents issued by an authority including under the RMA, in respect of the Property held or controlled by the Vendor, or held on behalf of the Vendor.

**RMA** means the Resource Management Act 1991.

**Security Interest** means a mortgage, caveat, pledge, lien, encumbrance, charge or "Security Interest" as that term is defined in the Personal Property Securities Act 1999 but does not include any easements, rights, or memorials to the extent those are recorded on the Records of Title for the Property on the Working Day before the date of this Agreement.

**Sale Assets** means:

- (a) the NZUs;
- (b) the Property;
- (c) the Property Contracts;
- (d) the Records; and
- (e) any other assets owned by the Vendor, and being sold and purchased under this Agreement.

**Settlement Date** means the date 20 Working Days from the date this Agreement becomes unconditional, or such other date agreed by the parties.

**Tax Position**, in relation to any person, includes the person's tax position for income tax purposes and for GST purposes (as applicable) and their completion of any related tax returns and other documents.

**Tax Written Down Value** means the value of the asset in the Vendor's fixed asset register as at the end of the immediately preceding income tax year.

**Trees** means all the trees and timber standing or lying on the Property as at the date of this Agreement.

**Unit Balance** means the running balance of the NZUs issued and surrendered under the NZETS in respect of the Registered Post-1989 Forest Land, being the maximum number of NZUs required to meet the liability of the participant under the ETS in relation to the Registered Post-1989 Forest Land.

**Vendor's Holding Account** has the meaning given to that term under clause 30.5.2.

**Warranty Claim** means any claim by the Purchaser against the Vendor for or in connection with any breach of or non-compliance with the warranties contained in clauses 7, 30.2, 30.5, 30.6, 37.1, 37.2, 37.3, 41.3, and 43.2.

**Working Day** has the meaning given to it in the OIA.

## 22 INTERPRETATION

22.1 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- 22.1.1 A reference in this Agreement to the "dollars" or "\$" means New Zealand dollars and all amounts payable under this Agreement are payable in New Zealand dollars.
- 22.1.2 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision or any replacement legislation.
- 22.1.3 A reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
- 22.1.4 A reference to a clause, part, schedule, appendix, or attachment is a reference to a clause, part, schedule, or attachment of or to this Agreement.
- 22.1.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 22.1.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 22.1.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 22.1.8 A reference to the word "includes" or "including" is to be interpreted without limitation.
- 22.1.9 Any schedules, appendices, and attachments form part of this Agreement.

22.2 Despite clause 1.5(1), the parties agree that while Listco is a party to this Agreement, it is not to be considered as a Vendor, and is only bound by the specific covenants set out in clauses 23.1, 23.2, 35 and 39.

## 23 CONDITIONS

### Listco Consent Condition

- 23.1 This Agreement is conditional on Listco obtaining on terms and conditions reasonably acceptable to Listco all necessary consents and approvals, including the approval from its shareholders at an extraordinary meeting of Listco in accordance with the Hong Kong Listing Rules (**Shareholders Approval**) and, the Hong Kong Stock Exchange, to proceed with the sale of the Sale Assets on the terms contained in this Agreement (**Listco Consent Condition**), on or before the Long Stop Date.
- 23.2 The Vendor and Listco will take all reasonable steps to satisfy the Listco Consent Condition as soon as reasonably possible following the date of this Agreement (noting that Listco cannot issue the required circular to its shareholders until the OIO Consent Condition is satisfied and needs a further 28 days after that date to do so), and the Vendor and Listco will from time to time on request from the Purchaser, keep the Purchaser fully informed as to progress in procuring satisfaction of the Listco Consent Condition. The Purchaser shall provide any information in relation to the Purchaser which is reasonably required by the Vendor for the purposes of responding to any questions from the Hong Kong Stock Exchange

or any other relevant Hong Kong Authority, as soon as reasonably practicable after the request.

- 23.3 The Listco Consent Condition is inserted for the sole benefit of the Vendor and Listco. The Listco Consent Condition may not be waived by any party. For the avoidance of doubt, the Shareholders Approval shall not be waivable by any party to this Agreement.

**OIO Consent Condition**

- 23.4 This Agreement is conditional on the Purchaser obtaining all consents required, on terms which are reasonably acceptable to the Purchaser, under the OIA and the Regulations to enable the Purchaser to acquire the interest in the Sale Assets contemplated by this Agreement (**OIO Consent Condition**).

- 23.5 The Purchaser will take all reasonable steps to procure the satisfaction of the OIO Consent Condition and each party will from time to time on request from the other keep the other fully informed as to progress in procuring satisfaction of this condition.

- 23.6 The Vendor must:

23.6.1 provide to the Purchaser the vendor information form, completed to the satisfaction of the Purchaser, within 10 Working Days of the date of this Agreement;

23.6.2 without limiting clause 23.6.1, provide the Purchaser with all information in the possession or control of the Vendor which is reasonably required by the Purchaser for the purposes of submitting the application for consent to the Overseas Investment Office (**OIO**) or responding to any questions from the OIO, as soon as reasonably practicable after the request (with any information that the relevant party, acting reasonably, deems to be confidential to that party and that the relevant party wishes to withhold from the other party to be redacted from those materials to the minimum extent reasonably necessary to protect that confidentiality);

23.6.3 submit the vendor information form to the OIO, in the required form, as soon as practicable, but no later than two Working Days after the Purchaser has confirmed it has filed its application for OIO consent;

23.6.4 not do anything that is intended to delay or frustrate the Purchaser's application for OIO consent; and

23.6.5 inform the Purchaser if the OIO requests any information in relation to the Purchaser's application and respond to any information or other requests of the OIO as expeditiously as possible.

- 23.7 Subject to clause 23.8 this condition must be fulfilled on or before the OIO Consent Date or a later day as the parties may otherwise agree.

- 23.8 The Purchaser may before the OIO Consent Date by notice in writing to the Vendor extend the time for fulfilment of the OIO Consent Condition by 40 Working Days, where the Purchaser:

23.8.1 has not procured the satisfaction of this condition by the OIO Consent Date;

23.8.2 acting reasonably, believes that there is a reasonable likelihood of OIO consent being granted within the extended period, and the OIO has not indicated that it proposes to reject the Purchaser's application;

23.8.3 has provided the Vendor with information about the current status of the OIO consent application, the major outstanding issues, and expected timing; and

23.8.4 has used all reasonable endeavours to procure the satisfaction of this condition.

23.9 Where the OIO Consent Date is extended under clause 23.8, the Longstop Date shall be extended by 80 Working Days.

23.10 The Purchaser will promptly notify the Vendor on fulfilment of the OIO Consent Condition, provided that fulfilment of the OIO Consent Condition will not be prejudiced by any failure to serve notice under this clause 23.10.

23.11 The OIO Consent Condition is for the benefit of both parties and may not be waived by either of them.

#### **Termination**

23.12 Either party may cancel this Agreement by providing notice of cancellation to the other if:

23.12.1 the Listco Consent Condition is not satisfied by the Long Stop Date (subject to clause 23.9); or

23.12.2 the Purchaser is unable to procure the satisfaction of the OIO Consent Condition by the OIO Consent Date (subject to clause 23.8).

23.13 Neither party will have any claim against the other arising from or in connection with a cancellation under clause 23.12, provided that the cancellation will be without prejudice to the rights and remedies available to either party arising from or in connection with any antecedent breach of this Agreement.

#### **24 DEPOSIT**

24.1 The Purchaser will pay a deposit of 10% of the purchase price (before any adjustment provided in clause 25.2) as follows:

24.1.1 the first component of the deposit (being 5% of the purchase price) to the Vendor's lawyer's trust account within 10 Working Days of the date of signing of this Agreement, by electronic bank transfer as cleared funds; and

24.1.2 the second component of the deposit (being 5% of the purchase price) to the Vendor's lawyer's trust account within 10 Working Days of the later of the date of satisfaction of the OIO Consent Condition and the Listco Condition, by electronic bank transfer as cleared funds,

in both cases to be promptly placed in an interest-bearing account by the Vendor's lawyer as stakeholder until Settlement.

#### **25 ALLOCATION OF PURCHASE PRICE**

25.1 The parties agree that:

25.1.1 the purchase price allocated for the NZUs will be determined once the Vendor advises the Purchaser of the approval of the mandatory emissions return under clause 30.9.3, by multiplying the number of NZUs transferred to the Purchaser under clauses 30.9.2 and 30.9.3 by the NZU Market Value (**NZU Value**);

25.1.2 the purchase price is allocated in accordance with Schedule 4;

25.1.3 the purchase price allocation allocates the purchase price to all "classes of purchased property", as defined in section GC 20(1)(a) of the Income Tax Act 2007 (**Tax Asset Class**);



- 25.1.4 the purchase price allocation reflects the relative market value of each asset class included in the transaction, proportional to the other asset class or classes included in the transaction;
  - 25.1.5 the parties will each file all tax returns in a manner that is consistent with the purchase price allocation; and
  - 25.1.6 for the purpose of determining the Tax Position for each party, the purchase price allocation prevails over any other allocation of the purchase price (if and to the extent there is any inconsistency between the allocations).
- 25.2 If there is any adjustment to the purchase price, this purchase price allocation will be amended as follows:
- 25.2.1 if the adjustment relates to one Tax Asset Class, the adjustment will be made to the amount allocated to that Tax Asset Class;
  - 25.2.2 if the adjustment relates to all or any two or more Tax Asset Classes, a pro rata adjustment will be made to the amounts allocated to the relevant Tax Asset Classes; and
  - 25.2.3 in all other circumstances where an adjustment is not made under clause 25.2.1 and 25.2.2, then an adjustment will be made to the amount allocated to Land.

## **26 ACCRUALS**

- 26.1 The Vendor and the Purchaser agree that, where in relation to this Agreement it is or becomes necessary to determine the "consideration" for the purposes of the accrual rules contained in Sub-Part EW of the Income Tax Act 2007, subject to section GB 21 of that Act, the purchase price is the "lowest price" the parties would have agreed on for the Sale Assets at the date of this Agreement in terms of sub-sections EW 32(3) and EW 34(2) of the Income Tax Act 2007.

## **27 DEPRECIATION**

- 27.1 The Vendor will make available such details as are necessary for the Purchaser to claim depreciation for tax purposes on any capital development expenditure not written off by the Vendor as at the Settlement Date. To assist in this, the Vendor authorises the Vendor's accountant to supply to the Purchaser's accountant following the Settlement Date any information the Purchaser's accountant reasonably requires for the completion of correct Income Tax Returns for the Purchaser.

## **28 PROPERTY CONTRACTS**

- 28.1 Subject to the provisions of clause 28.4, on and from Settlement and subject to the terms of this Agreement, the Vendor shall either assign and transfer or novate to the Purchaser the Property Contracts numbered 2 and 3 in Schedule 7 in the Agreement Form ("**Novated Contracts**").
- 28.2 On and from Settlement, the Purchaser shall have the obligations, liabilities of, and benefit of the rights and interests of the Vendor assigned or novated to it under or in relation to the Novated Contracts to the exclusion of the Vendor and the Purchaser pursuant to this clause shall indemnify the Vendor to the extent that the Vendor has suffered or incurred losses, damages or expenses as a result of any breach by the Purchaser of the obligations and liabilities under the Novated Contracts on and from Settlement.
- 28.3 The Purchaser shall be entitled to receive and retain the remuneration for performance of the obligations of the Vendor after Settlement under each of the Novated Contracts, and each Vendor shall hold on trust for the Purchaser and promptly account to the Purchaser for all such remuneration that it receives.

28.4 Any Novated Contract which cannot be, or has not been, assigned or novated to the Purchaser with effect from Settlement shall be held by the Vendor in trust for the Purchaser. The Purchaser shall be entitled to enforce any such Novated Contract in the name of the Vendor, provided that:

28.4.1 the Purchaser shall indemnify the Vendor against any actual cost, claims, damages, losses, liabilities and expenses (including reasonable legal costs) in relation to it; and

28.4.2 enforcement action shall only be undertaken after reasonable prior written notification has been given to the Vendor.

28.5 If requested by the Purchaser following Settlement, the Vendor shall join with the Purchaser in giving notice of the assignment or novation pursuant to this Agreement of any Novated Contract to the parties to that Novated Contract, in a form reasonably required by the Vendor and Purchaser. The Purchaser is to bear its own and the Vendor's reasonable costs in relation to the assignment or novation.

28.6 The Vendor and the relevant Management Subsidiary and the Purchaser will use reasonable endeavours to procure the consent of Manulife Investment Management Limited to the assignment or novation of the Property Contract numbers 1 in Schedule 7 ("**Manulife Contract**") to the Purchaser, but it is agreed that such consent is not a condition or obligation on Settlement provided that if such consent is obtained then the provisions of clauses 28.1 to 28.5 shall apply to the Manulife Contract as if it was a Novated Contract and references to "Vendor" shall include the relevant Management Subsidiary.

## **29 TREES**

29.1 Included in the purchase price are woodlots of approximately 9,901.6 hectares of commercial rotation forestry. The parties agree those woodlots have the value allocated to Trees in Schedule 4.

29.2 Other than the woodlots referred to in clause 29.1, the parties acknowledge that the trees growing on the Property are ornamental and incidental trees for the purposes of Section CB 25 of the Income Tax Act 2007 and accordingly have no commercial value and no income is derived from the inclusion of those trees in this sale.

## **30 ETS**

### **Pre-1990 Forest Land**

30.1 The Property contains Pre-1990 Forest Land.

30.2 The Vendor undertakes and warrants that as at the date of this Agreement and as at the Settlement Date it has not:

30.2.1 deforested any Pre-1990 Forest Land on the Property, and if it has cleared any standing trees on any Pre-1990 Forest Land since 1 January 2008 that the land has been allowed to naturally regenerate or has been replanted, and has been maintained such that Deforestation will not occur after Settlement because of the Vendor's pre-settlement actions in respect of the Pre-1990 Forest Land; and

30.2.2 been required to submit an emissions return under the CCRA for any Pre-1990 Forest Land contained in the Property.

30.3 The Purchaser acknowledges that no NZUs for Pre-1990 Forest Land are included in the sale of the Property.

**Post-1989 Forest Land**

- 30.4 The Vendor has registered as the participant (as the landowner) in the NZETS in relation to the Post-1989 Forest Land for the Registered Hectares contained within the Property (**Registered Post-1989 Forest Land**).
- 30.5 The Vendor warrants that as at the date of this Agreement:
- 30.5.1 the Unit Balance as at the date of the Agreement for the Registered Post-1989 Forest Land is in aggregate 12,937 NZUs, as follows Greenheart Papakorakora Forest NZ Limited 12,937 NZUs and Greenheart Mangakahia Forest Limited 0 NZUs; and
- 30.5.2 the Vendor holds, in the Vendor's NZETR holding account (**Vendor's Holding Account**), 12,937 NZUs, being the Unit Balance for the Registered Post-1989 Forest Land in aggregate 12,937 NZUs, held as follows by Greenheart Papakorakora Forest NZ Limited 12,937 NZUs and Greenheart Mangakahia Forest Limited 0 NZUs.
- 30.6 The Vendor warrants that as at the date of this Agreement and as at the Settlement Date:
- 30.6.1 it is registered as the participant (as the landowner) in the NZETS in relation to the Registered Post-1989 Forest Land, and the Registered Post-1989 Forest Land is registered under stock change accounting under the NZETS;
- 30.6.2 that all information provided by the Vendor to MPI in relation to the Registered Post-1989 Forest Land is accurate in all material respects;
- 30.6.3 it has complied with all its obligations as the registered participant in the NZETS in relation to the Registered Post-1989 Forest Land, and has no outstanding liabilities or obligations;
- 30.6.4 it is not aware of an impediment which could prevent the Purchaser from becoming the participant under the CCRA in respect of the Registered Post-1989 Forest Land and obtaining clear and full legal and beneficial title to any NZUs to be transferred in accordance with this Agreement;
- 30.6.5 it has not registered any other part of the Property under the NZETS, FAP or any Related Scheme; and
- 30.6.6 it has not made an application to register any other part of the Property under the NZETS, FAP or any Related Scheme that is currently being processed nor has any approval been given, or will be given, to any third party to register any other part of the Property under the NZETS, FAP or any Related Scheme.
- 30.7 The Vendor undertakes that it will:
- 30.7.1 not sell or otherwise dispose of any NZUs for the Registered Post-1989 Land following the date of this Agreement; and
- 30.7.2 continue to comply with all its obligations as the registered participant in the NZETS in relation to the Registered Post-1989 Forest Land.
- 30.8 The Vendor will transfer to the Purchaser the Unit Balance in relation to the Registered Post-1989 Forest Land, including any issued to the Vendor following the date of this Agreement in respect to the Property, including following the approval of the mandatory emissions return in accordance with clause 30.9.6.

### Transfer of participation

- 30.9 The parties acknowledge that, from Settlement, the Purchaser will become the participant under the NZETS in relation to the Registered Post-1989 Forest Land in place of the Vendor, and assume the rights and obligations of the Vendor in relation to the Registered Post-1989 Forest Land under the NZETS as from the Settlement Date. The Vendor must do all the following:
- 30.9.1 Deliver to the Purchaser no later than seven Working Days before the Settlement Date:
- (a) An unsigned copy of the "transfer of participation" form required for the transfer to the Purchaser of its interest in the Registered Post-1989 Forest Land, duly completed as to Part A of the "transfer of participation" form; and
  - (b) copies of all information the Vendor is required to submit for the mandatory emissions return under clause 30.9.6.
- 30.9.2 On Settlement, authorise the transfer of the NZUs issued to the Vendor in respect of the Registered Post-1989 Forest Land equalling the Unit Balance on the Settlement Date (including any issued following the date of this Agreement), from the Vendor's NZETR holding account to the Purchaser's nominated NZETR holding account.
- 30.9.3 To the extent the Vendor is entitled to receive any further NZUs in respect of the registered Post-1989 Forest Land following the Settlement Date (including any NZUs issued following submission and approval of the mandatory emissions return in accordance with clause 30.9.6) for the Registered Post-1989 Forest Land, take all necessary steps at the earliest opportunity to procure those NZUs and immediately following receipt, transfer the NZUs to the Purchaser's NZETR Holding Account, and promptly give the Purchaser notice of that transfer.
- 30.9.4 To the extent the Vendor is liable to surrender any NZUs as a result of the approved mandatory emissions returns in accordance with clause 30.9.6 resulting in a net carbon stock decrease for the period up to the Settlement Date, then the Vendor must meet those obligations (without recourse to the NZUs transferred to the Purchaser under clause 30.9.2, or any NZUs to be issued and transferred to the Purchaser in accordance with clause 30.9.3) and the Vendor acknowledges and agrees the Purchaser will have no liability or obligation under the CCRA or this Agreement in that regard.
- 30.9.5 To the extent any other liabilities, penalties or fines arise in relation to the Registered Post-1989 Forest Land up to the Settlement Date, then the Vendor will be liable for and will be responsible for meeting those obligations (without recourse to the NZUs transferred to the Purchaser under clause 30.9.2, or any NZUs to be issued and transferred to the Purchaser in accordance with clause 30.9.3) and the Vendor acknowledges and agrees the Purchaser will have no obligation under this Agreement in that regard.
- 30.9.6 As soon as reasonably practicable, and within 20 Working Days of the Settlement Date:
- (a) give notice (along with the Purchaser) to the Ministry for Primary Industries – Te Uru Rakau (**MPI**) of the transfer of the Vendor's participation under the CCRA to the Purchaser for the Registered Post-1989 Forest Land, and provide all necessary Carbon Records and other information as may be required by MPI for this purpose; and

- (b) submit the necessary emissions return in relation to the Registered Post-1989 Forest Land, transferred to the Purchaser for the period through to the date of transfer (being the Settlement Date) as required under the CCRA.

The Purchaser will give the Vendor any assistance required to comply with this clause.

30.9.7 Despite anything else in this Agreement, if Settlement is after 31 December 2025, then in relation to mandatory emissions return period under the CCRA ending on 31 December 2025, Vendor must:

- (a) provide a copy of the Input Return Notice under section 194A of the CCRA in addition to the other documents under clause 30.9.1; and
- (b) as a condition of Settlement, submit the Final Emissions Return for that period, in addition to the emissions return under clause 30.9.6(b).

#### **Carbon Records and Vendor Indemnity**

- 30.10 The Vendor will transfer to the Purchaser all the Carbon Records. If MPI requires any additional information or documentation after the Settlement Date about the Carbon Records the Vendor transfers, or in relation to the period in which the Vendor was the registered participant for the Registered Post-1989 Forest Land, the Vendor must to the extent it holds any additional information or documentation, provide that information and/or documentation within 20 Working Days of being requested by the Purchaser or MPI to do so.
- 30.11 The Vendor agrees that on Settlement it will provide to the Purchaser all Carbon Records (if any) it has in its possession and will procure that any Carbon Records held on behalf of the Vendor (including by MPI) are transferred to the Purchaser.
- 30.12 The Vendor agrees to indemnify the Purchaser for any loss because of a breach of the warranties under clause 30.
- 30.13 The Purchaser shall indemnify the Vendor against any liability arising under the CCRA in respect of or attributable to the Purchaser's acts or omissions in connection with the Pre-1990 Forest Land or the Post-1990 Forest Land on the Property post the Settlement Date.

### **31 RISK AND INSURANCE**

- 31.1 Subject to the terms of this clause 31, the Sale Assets shall remain at the risk of the Vendor until Settlement, following Settlement all risk in the Sale Assets shall pass to the Purchaser.
- 31.2 If, after the date of this Agreement and before Settlement, the Sale Assets are destroyed, damaged or lost, including by flood, fire, windthrow, earthquake or volcanic eruption, then the following provisions will apply:
  - 31.2.1 if that destruction, damage or loss represents a diminution in value of the Sale Assets of or exceeding an amount equal to 10% of the purchase price, the Purchaser may:
    - (a) cancel this Agreement by immediately serving notice on the Vendor in which case neither party shall have any right or claim against the other arising from this Agreement or its cancellation; or
    - (b) complete the purchase at the purchase price less the diminution in value of the Sale Assets; or

31.2.2 if that destruction or damage represents a diminution in value of the Sale Assets less than an amount equal to 10%, then the Purchaser will complete the purchase at the purchase price less the diminution in value of the Sale Assets.

31.3 If there is a dispute as to whether the Sale Assets have been destroyed, lost or damaged, or the amount of the diminution in value is disputed, then that dispute and/or the amount of the diminution in value will be determined by an experienced forestry valuer appointed by the parties. The appointee's costs shall be met equally by the parties. If the parties cannot agree on the appointee, the appointment will be made on the application of either party by the President for the time being of the New Zealand Institute of Forestry.

31.4 If the procedure in clause 31.2 is invoked and the amount of the diminution in value has not been determined by the Settlement Date, the Settlement Date will be deferred to the fifth Working Day following the date on which the relevant amount has been determined subject to any right of the Purchaser to cancel this Agreement under clause 31.2.1(a).

31.5 The Purchaser acknowledges that the Vendor has not insured the Trees and shall be under no obligation to insure the Trees.

## **32 EARLY ACCESS**

32.1 Following the date of this Agreement, the Vendor will allow the Purchaser and the Purchaser's consultants, valuers, surveyors, and professional advisors reasonable access to the Property at all reasonable times and on reasonable notice, to enable the Purchaser to:

32.1.1 undertake such inspection, valuations, surveys, or tests (including soil tests) as the Purchaser reasonably requires; and

32.1.2 prepare and plan for forestry operations on the Property, provided that if the Purchaser is doing physical works on the Property, it will notify the Vendor of the proposed works and get the Vendor's prior approval to those (not to be unreasonably withheld).

32.2 The Purchaser will comply with the Vendor's reasonable directions in exercising access under clause 32.1.

## **33 PRE-SETTLEMENT OBLIGATIONS**

33.1 From the date of this Agreement until Settlement, the Vendor:

33.1.1 Must not Harvest or remove any of Trees other than to the extent involving the removal of any Trees damaged by windthrow (and must promptly notify the Purchaser of any such material event).

33.1.2 Must continue to manage the Property in accordance with good and sound forestry industry practice and otherwise, and as a minimum, to at least the same standards applicable before the date of this Agreement.

33.1.3 Must not sell, dispose of, encumber, or otherwise grant any third-party interest in or over the Sale Assets.

33.1.4 Must not grant any lease, licence, occupancy right or other third-party interest in or over the Property without the consent of the Purchaser (which cannot unreasonably be withheld where the grant is required as part of the ordinary course of business).

33.1.5 Must promptly notify the Purchaser of any lawsuits, claims, proceedings, investigations, or adverse events which may occur, be threatened, brought,

asserted, or commenced against the Vendor or the Vendor's officers or employees which is material to the Sale Assets.

### **34 SETTLEMENT OBLIGATIONS**

- 34.1 On the Settlement Date, in addition to the items referred to in clauses 3.4 and 3.8(2) of the General Conditions of Sale, the Vendor must make available to the Purchaser:
- 34.1.1 Discharges or releases in registrable form (as applicable) of all Security Interests over the Property.
  - 34.1.2 All Records (which may be delivered direct to the Purchaser).
  - 34.1.3 All notices, executed transfers in registrable form and other documents as may be needed in connection with the sale of the Sale Assets or required to transfer title to the Sale Assets, and any licences, approvals, authorisations, and consents, to the Purchaser.
  - 34.1.4 Any current warranties and guarantees held by the Vendor in respect of the Sale Assets which are current as at Settlement.
  - 34.1.5 All keys, security codes, and other items held by the Vendor or a Management Subsidiary in respect of the Property.
  - 34.1.6 Where any of the Sale Assets are subject to a security interest which is registered on the Personal Property Securities Register, deed poll releases executed by the party which holds the security interest.
  - 34.1.7 Any notice or document required to give effect to the assignment or novation of the Property Contracts in the manner contemplated by and subject to clause 28.
  - 34.1.8 The Forest Management Agreement, the licence over the Māori Land contemplated by clause 42.4, the acknowledgement in relation to the Dwelling on Opouteke contemplated by clause 43.3 (if obtained by the Vendor and Purchaser prior to settlement), and Access Arrangements as contemplated under clause 44 (if obtained by the Vendor and Purchaser prior to settlement), duly executed by each party other than the Purchaser; and
- 34.2 The Purchaser will on Settlement deliver to the Vendor the Forest Management Agreement and reciprocal licence contemplated by clause 42.4 duly executed by the Purchaser.
- 34.3 In addition to the Vendor's obligations in terms of this Agreement, on Settlement the Vendor will deliver any documents it holds relating to the transfer of the Sale Assets to the Purchaser that the Purchaser may reasonably require (as advised to the Vendor in writing no later than the tenth Working Day prior to the Settlement Date).

### **35 SALE OF MANAGEMENT SUBSIDIARIES**

- 35.1 If Listco or any of its Related Companies wishes to sell (including as a consequence of an offer being made by a third party) any shares in any of the Management Subsidiaries (individually or collectively) (**Sale Shares**) within five years after Settlement, the Purchaser will have a right of first refusal to acquire the Sale Shares, and the Vendor and Listco must, and must procure that the relevant Related Company, first gives notice to the Purchaser, offering to sell the Sale Shares to the Purchaser (**Sale Offer**), which must include the following:
- 35.1.1 the proposed sale price for the Sale Shares;

35.1.2 the other terms of sale including the proposed completion date and any special conditions; and

35.1.3 a draft agreement for sale and purchase for the Sale Shares.

At the expiry of the Forest Management Agreement, Listco must make a Sale Offer.

35.2 Following receipt by the Purchaser of a Sale Offer, the Purchaser and Listco, or Listco on behalf of the relevant Related Company, will commence negotiations in good faith for the sale of the Sale Shares.

35.3 If the relevant parties do not execute a definitive sale and purchase agreement for the Sale Shares within 20 Working Days from the Purchaser's receipt of the Sale Offer under clause 35.1, Listco or the relevant Related Company may sell the shares to a third party on terms that are not more favourable to that third party purchaser than under the Sale Offer.

35.4 The Vendor and Listco acknowledge the right in clauses 35.1 to 35.2 is a recurring right and will apply each time Listco or any of its Related Companies wishes to sell any shares in any of the Management Subsidiaries (individually or collectively). The provisions of clauses 35.1 to 35.2 apply with appropriate amendment to any sale of all or a substantial portion of the management rights of any of the Management Subsidiaries. For the avoidance of doubt, the Purchaser's rights under clause 35 cease five and a half years after Settlement.

## **36 WARRANTIES**

### **General**

36.1 The Purchaser acknowledges that it has carried out or will carry out extensive due diligence in relation to the Sale Assets and this Agreement and that no reliance is made upon any statement, representation, warranty, condition or promise made or given by or on behalf of the Vendor except as specifically stated in this Agreement or implied by any legislation, which cannot be excluded.

### **Specific**

36.2 Without limiting the generality of clause 36.1, the Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation, promise or warranty as to any of the following:

- (a) any forecast, projection, estimate, opinion or forward-looking statement as to the performance, prospects, financial condition, results of operations, strategy or plans for the Sale Assets, including relating to future forest performance, future timber volumes, future fibre density or quality, future growth rates, future harvesting costs, future roading repairs, and any assumptions, statements of intention or opinion in relation to the above;
- (b) the fitness or suitability of the Sale Assets for any particular use;
- (d) as to the condition and health of the Trees;
- (e) as to the state of condition and repair of any structures on the Property.

36.3 As at the date of this Agreement, the Vendor warrants and undertakes that the Disclosure Materials have been prepared by the Vendor in good faith and with due care and, to the best of the Vendor's knowledge, the information contained in the Disclosure Materials is complete and accurate in all material respects and none of that information is misleading in any material respect, whether because of the inclusion of misleading information or the omission of material information, or both.



**No ability to make Warranty Claim in certain circumstances**

- 36.4 Save for any Warranty Claim either arising from the Vendor's fraud or wilful non-disclosure, or relating to the Fundamental Warranties, the Purchaser is not entitled to make, and the Vendor will not be liable in respect of any Warranty Claim to the extent that:
- (a) the Warranty Claim arises directly from any transaction, matter, liability or thing contained in, or done or omitted to be done under, any express provision of this Agreement, or that is Disclosed;
  - (b) the Warranty Claim relates to loss of goodwill or loss of business or opportunity, or for special, indirect or consequential loss or damage (including any loss of use of an asset, loss of production, loss or corruption of data and additional finance or interest costs) but excluding (for completeness) any direct loss of profits or any loss representing a diminution in the value of the Property), regardless of whether the Vendor had been advised of the possibility of such loss or damage;
  - (c) the relevant circumstance giving rise to the Warranty Claim has been or is made good without cost or liability to the Purchaser;
  - (d) the Warranty Claim relates to a loss or liability in respect of which the Purchaser has already received damages or otherwise obtained reimbursement or restitution; or
  - (e) the Warranty Claim arises or is increased as a result of or is otherwise attributable wholly or partly to any voluntary act, transaction or omission of the Purchaser on or after Settlement.

**Warranty Claim Limitations**

- 36.5 Save for any Warranty Claim arising from the Vendor's fraud or wilful non-disclosure, or relating to the Fundamental Warranties, the Vendor is not liable for any Warranty Claim unless:
- (a) the Purchaser notifies the Vendor of the Warranty Claim (providing full details of the claim) within six months after the Settlement Date; and
  - (b) the total loss under the Warranty Claim (or a series of Warranty Claims relating to the same issue or event) exceeds \$130,000.00 in which case the Purchaser is entitled to the full extent of the Warranty Claim and not just the excess above that amount.
- 36.6 Subject to clause 36.5, in the event the Vendor is found liable to the Purchaser in respect of any Warranty Claim, then the Vendor's total aggregate liability (including interest and costs) under or in connection with a Warranty Claim cannot exceed:
- (a) 100% of the Purchase Price in respect of any Fundamental Warranty; and
  - (b) 20% of the Purchase Price if the limitation in clause 36.6(a) does not apply.
- 36.7 Notwithstanding any contrary provision in this Agreement, the maximum aggregate liability of the Vendor for any claim by the Purchaser against the Vendor in respect of any breach of this Agreement or the Warranties (including Fundamental Warranties) under this Agreement shall be limited to the amount of the Purchase Price.
- 36.8 To the extent the Purchaser is in trade, the parties agree that to the fullest extent permitted by law, the provisions of the Fair Trading Act 1986 do not apply to the transaction contemplated hereunder. For the avoidance of doubt, this clause is a contracting out clause permitted under section 5D of the Fair Trading Act 1986.
- 36.9 Nothing in this clause 36 shall limit or exclude the liability of the Vendor for fraud, fraudulent misrepresentation or wilful concealment.

### **Vendor's knowledge**

- 36.10 Any Warranty that is qualified by the expression 'to the best of the Vendor's knowledge' is taken to mean the actual knowledge (as at the date of this Agreement) of any of the directors of the Vendor. Nothing in this clause is to create any personal liability under this Agreement of any of the individuals referred to in this clause.

## **37 VENDOR WARRANTIES**

- 37.1 Subject to the limitations at clause 36, the Vendor warrants that as at the date of the Agreement and as at the Settlement Date as follows:
- 37.1.1 Other than for reasons of normal silviculture and forest maintenance, the Vendor has not, and no other party has Harvested or removed any Trees from the Property (other than permitted under this Agreement).
  - 37.1.2 The Vendor to the best of the Vendor's knowledge has Disclosed to the Purchaser before the date of this Agreement all information that would be material to a prospective Purchaser of the Sale Assets.
  - 37.1.3 The Vendor has (other than as Disclosed) not entered any lease, licence, right of way or other easement, encumbrance, profit a prendre or interest in land, or given any consent or waiver (including a Resource Consent), which affects the Property.
  - 37.1.4 There are no Resource Consents, unregistered interests in or rights (including without limitation lease, licence, covenant, easement, encumbrance, profit a prendre) relating to the Property in favour of any other third party exists, and except as previously Disclosed, there are no Resource Consents unregistered easements, licences, leases, profit's a prendre or other similar rights or interests affecting the Property.
  - 37.1.5 The Vendor is the sole and absolute legal and beneficial owner of the Sale Assets and, on Settlement, except as expressed under this Agreement, the Vendor will be entitled to sell and transfer the full legal and beneficial ownership of the Sale Assets to the Purchaser free from any Security Interest, and no person other than the Vendor has any right to Harvest or profit from the Trees.
  - 37.1.6 This Agreement constitutes a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, and the execution, delivery and performance by the Vendor of this Agreement will not result in a breach of:
    - (a) the constitution of the Vendor; or
    - (b) any order, judgement or decree of any court or governmental agency to which the Vendor is party to or bound by.
  - 37.1.7 The Vendor is duly incorporated and validly exists under the law of New Zealand.
  - 37.1.8 The Vendor has the unfettered right, power and entitlement to enter into this Agreement, and has taken all necessary actions to authorise the execution and performance of this Agreement.
  - 37.1.9 To the best of the Vendor's knowledge, the Records comprise all records relating to the Sale Assets which the Purchaser will, on Settlement, be bound by law to retain either indefinitely or for a particular period or periods, and those records have been properly maintained in all respects.

- 37.1.10 No receiver, statutory official, manager, liquidator, administrator or officer of the court has been appointed in respect of the Vendor or any of the Sale Assets, no application or order has been made, or resolution proposed or passed or meeting convened for the liquidation, winding up, statutory management, administration or similar procedure of the Vendor, and no mortgagee or chargee has exercised or attempted to exercise its rights under any security of which the Vendor is the mortgagor or chargor.
- 37.1.11 To the best of the Vendor's knowledge, the Vendor is not in breach of any anti-money laundering Laws.
- 37.1.12 All plant and equipment (if any) included in the sale of the Sale Assets will be in reasonable working order at the Settlement Date.
- 37.2 To the best of the Vendor's knowledge, the Vendor warrants and acknowledges at the date of this Agreement and at the Settlement Date:
  - 37.2.1 The Records comprise all the records relating to the Sale Assets,
  - 37.2.2 The Vendor holds all licences, approvals, authorisations, consents (including Resource Consents (if any)) required by any Authority in respect of the Property and the Vendor's operations on the Property and the Vendor is not in breach of any terms and conditions of any of those licences, approvals, authorisations or consents. All those licences, approvals, authorisations, and consents will transfer to the Purchaser on Settlement.
  - 37.2.3 The Vendor's use of the Property complies in all respects with any permissions it holds, or the use may be undertaken as of right pursuant to the provisions of the existing district and regional plans applicable to the Property.
  - 37.2.4 There are no breaches of any duty under the Resource Management Act 1991, and the Vendor has not conducted any activity on or used the Property for any purpose that may cause the issues of an abatement notice under the Resource Management Act 1991.
  - 37.2.5 There is no proposal of any Authority to compulsorily acquire any part of the Property.
  - 37.2.6 The Vendor is not engaged in any litigation, arbitration or other dispute resolution proceedings involving the Property, and no claims, prosecutions or legal proceedings of any kind have been brought or to its knowledge threatened against the Vendor in respect of the Vendor's use or ownership or the Property.
  - 37.2.7 The Vendor is not, in connection with the Property, the subject of any investigation, inquiry, or enforcement proceedings or process by any Authority.
  - 37.2.8 The Vendor has complied with the requirements of all applicable statutes, regulations (except those related to any applicable Healthy Home Standards or under the Residential Tenancies Act 1986), rules in any operative regional and district plan, consents, and relevant Authorities in relation to the Property in all material respects, and there are no outstanding notices or requisitions in respect of the Property.
  - 37.2.9 There are, or will at Settlement be, appurtenant to the Property, all legal access rights necessary for the maintenance, management and harvesting operations being undertaken or contemplated on that Property as at Settlement, and the Vendor has no reason to believe that those legal access rights will be terminated or impaired in any way after Settlement and has no knowledge of any circumstances that may lead to termination or impairment of those access after Settlement or that would impair the Purchaser's ability to maintain or obtain the

required legal access to the Property for forestry purposes after Settlement, for activities to be undertaken after that date, on commercially reasonable terms.

- 37.2.10 No part of the Property has been used as a land fill or waste dump, or used as a facility for dipping.
  - 37.2.11 There are not currently nor have there been in the past, any storage tanks containing toxic substances located on the Property or underground.
  - 37.2.12 The Property is free of all contamination including any patent or latent environmental contamination of the atmosphere, air, subsoil, groundwater, or surface waters within or adjacent to the Property.
  - 37.2.13 There are no current or threatened legal proceedings of any kind whatsoever relating to the presence of any contaminant on the Property.
- 37.3 From the date of this Agreement to the Settlement Date, the Vendor must keep the Purchaser fully informed of any matters concerning the Sale Assets that will materially adversely affect the Vendor's performance or its obligations under this Agreement including the Warranties (or which the Purchaser reasonably requires).

### **38 PURCHASER WARRANTIES**

- 38.1 The Purchaser warrants that as at the date of the Agreement and as at the Settlement Date as follows:
- 38.1.1 This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, and the execution, delivery and performance by the Purchaser of this Agreement will not result in a breach of:
    - (a) the constitution of the Purchaser; or
    - (b) any order, judgement or decree of any court or governmental agency to which the Purchaser is party to or bound by.
  - 38.1.2 The Purchaser is duly incorporated and validly exists under the law of New Zealand.
  - 38.1.3 The Purchaser has the unfettered right, power and entitlement to enter into this Agreement, and has taken all necessary actions to authorise the execution and performance of this Agreement.
  - 38.1.4 No receiver, statutory official, manager, liquidator, administrator or officer of the court has been appointed in respect of the Purchaser or any of its assets, no application or order has been made, or resolution proposed or passed or meeting convened for the liquidation, winding up, statutory management, administration or similar procedure of the Purchaser, and no mortgagee or chargee has exercised or attempted to exercise its rights under any security of which the Purchaser is the mortgagor or chargor.
  - 38.1.5 The Purchaser is not in breach of any anti-money laundering Laws.
  - 38.1.6 The Purchaser has obtained all necessary consent and approvals (apart from the OIO consent as set out in clause 23.4) to proceed with the purchase of the Sale Assets on the terms contained in this Agreement.
  - 38.1.7 The Purchaser is independent from the Listco and its connected persons (as defined in the Hong Kong Listing Rules).

- 38.2 From the date of this Agreement to the Settlement Date, the Purchaser must keep the Vendor fully informed of any matters that will materially adversely affect the Purchaser's performance of its obligations under this Agreement (or which the Vendor reasonably requires).

## **39 GUARANTEE FROM LISTCO**

### **Consideration to Listco**

- 39.1 Listco acknowledges that the Purchaser enters this Agreement at Listco's request and subject to Listco giving this guarantee, and that Listco has received valuable consideration.

### **Guarantee from Listco**

- 39.2 Subject to the limitations set out in clause 36, Listco unconditionally and irrevocably guarantees the punctual performance of all of the Vendor's obligations under this Agreement.

### **Acknowledgments by Listco**

- 39.3 The obligations and liabilities of Listco and the rights of the Purchaser under this Agreement continue and are not affected by:

- 39.3.1 the Purchaser granting time or indulgence to the Vendor or any other person;
- 39.3.2 the Purchaser compounding or compromising with or wholly or partially releasing the Vendor or another person;
- 39.3.3 omissions or mistakes of the Purchaser;
- 39.3.4 a person who is intended to assume liability as a guarantor under this Agreement not doing so effectively or being discharged;
- 39.3.5 termination or variation of this Agreement;
- 39.3.6 the insolvency or deregistration of the Vendor or Listco; or
- 39.3.7 anything else that might have a similar effect at law or in equity to any of those actions or events.

## **40 CONFIDENTIALITY**

- 40.1 The Vendor and the Purchaser covenant that the information contained in this Agreement will remain completely confidential to the parties, and each party (**Recipient**):

- 40.1.1 must keep confidential any Confidential Information of the other party (**Disclosing Party**) disclosed to the Recipient by the Disclosing Party, or of which the Recipient becomes aware, at any time up to Settlement, except information which is public knowledge otherwise than as a result of a breach of confidentiality by the Recipient or any of its permitted disclosees; and

- 40.1.2 may disclose any Confidential Information in respect of which the Recipient has an obligation of confidentiality under subclause 40.1.1 only to the Recipient's Affiliates, and those of the Recipient or its Affiliate's officers or employees or financial, legal, forestry management or other advisers who:

- (a) have a need to know for the purposes of this Agreement or the Forest Management Agreement; and

- (b) undertake to the Recipient (and, where required by the Disclosing Party, also the Disclosing Party) a corresponding obligation of confidentiality to that undertaken by the Recipient under this clause 40.1; or
- 40.1.3 if required to do so by Law or the Hong Kong Listing Rules, or reasonably required to correct or respond to any publicity from a reputational perspective, provided that before disclosure the party will, to the extent permitted by law of the Hong Kong Listing Rules:
  - (a) notify the other party of the requirement to make that disclosure; and
  - (b) give the other party a reasonable opportunity to comment on and approve the contents of, and comment on the requirement for, disclosure; or
- 40.1.4 if required to do so to enable the parties to comply with their respective obligations under clauses 23.6, 28, 30, 31, 32, 35, 43, 42, and 44.
- 40.2 For the purposes of this clause 40, **Affiliate** in relation to a party, means any other company directly or indirectly controlling, controlled by or under common control with such company, and "control" for these purposes means:
  - 40.2.1 holding the majority of the voting rights or share capital of that company; or
  - 40.2.2 otherwise having the power to direct the management and policies of such company.
- 40.3 This clause 40 is independent and shall survive termination of this Agreement.

## **41 MISCELLANEOUS**

### **Governing Law**

- 41.1 This Agreement is governed by the laws of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.

### **Entire agreement**

- 41.2 This Agreement constitutes the entire understanding and agreement of the parties relating to this Agreement and supersedes and extinguishes all prior agreements.

### **Major transaction**

- 41.3 Where a party to this Agreement is a company, and if the transaction evidenced by this Agreement is a major transaction for that party, that party warrants to the other party that it has, or will have by the Settlement Date, obtained every necessary approval by special resolution of its shareholders, and the approval of any other relevant person, to the transaction contemplated by this Agreement as if it is a "major transaction" as defined in the Companies Act 1993.

### **No amendment**

- 41.4 No amendment to this Agreement will be effective unless it is in writing and signed by, or on behalf of, the Vendor and the Purchaser.

### **Invalidity**

- 41.5 The illegality, invalidity, or unenforceability of a provision of this Agreement under any law will not affect the legality, validity, or enforceability of that provision under any other law, or the legality, validity, or enforceability of any other provision.

### **Authority to bind**

- 41.6 Where the Purchaser is a company, partnership, trust, or other entity, whether incorporated or not, the Purchaser warrants that the signatory or signatories of the Purchaser has or have the full authority of the Purchaser to bind the Purchaser to this Agreement.

### **Further assurances**

- 41.7 The Vendor and the Purchaser will each sign, execute and do all deeds, schedules, acts, documents, and things as may be reasonably required by the other to effectively carry out, and give effect to, the terms and intentions of this Agreement.

### **Electronic signatures**

- 41.8 The parties agree that either party may sign this Agreement by electronic means. If a party signs this Agreement by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

### **Costs and expenses**

- 41.9 Each party shall bear its own costs and expenses incurred by it in relation to all matters and transactions relating to and contemplated under this Agreement, the Forest Management Agreement, the sale of shares in any Management Subsidiary, and other transactions related thereto.

## **42 MĀORI FREEHOLD LAND**

- 42.1 The land in record of title NA70A/271, which adjoins Maropiu Forest, and forms part of the Property (**Māori Land**) is owned by Greenheart Mangakahia Forest Maori Land Limited (**Māori Land Vendor**), which is wholly owned by the Vendor, Greenheart Mangakahia Forest Land Limited.
- 42.2 The parties acknowledge that the Purchaser has entered an agreement for sale and purchase of the Māori Land with the Māori Land Vendor (**Māori Land SPA**).
- 42.3 The Māori Land SPA will be conditional on the Māori Land Vendor obtaining all required confirmations from the Māori Land Court under Te Ture Whenua Māori Land Act 1993 for the sale of the Māori Land to the Purchaser. The Vendor has advised that it anticipates the process to obtain the required confirmation may take 12 to 15 months.
- 42.4 The Vendor agrees to procure, as a condition of Settlement, a deed of reciprocal access licence in the form attached at Schedule 8, over the Māori Land in favour of the Purchaser for vehicular access to Maropiu from the legal road. The Vendor also requires access along Dunstan Road on record of title NA58D/593 of Maropiu for access to the Māori Land from the legal road, and the Purchaser agrees to procure, as a condition of settlement, the grant of reciprocal access rights for that purpose on the terms set out in the deed of reciprocal access licence in the form attached at Schedule 8.

#### **43 OCCUPIER OF DWELLING ON OPOUTEKE**

43.1 The Purchaser acknowledges that the Vendor has advised there is an occupier (**Occupier**) in the dwelling and surrounding land on Opouteke (being Lot 2 DP 97241, part record of title NA53A/494) (**Dwelling**).

43.2 The Vendor warrants that at the date of this Agreement and at Settlement:

43.2.1 there is no written or other agreement with the Occupier for the Dwelling;

43.2.2 the Occupier is not a tenant of the Dwelling and to the best of the Vendor's knowledge has no legal rights in relation to the Dwelling;

43.2.3 the Occupier does not pay rent, or any other consideration, for the occupation of the Dwelling.

43.3 The parties will use reasonable endeavours to, procure from the Occupier a signed acknowledgement in favour of the Vendor and Purchaser in the form attached at Schedule 9 before Settlement. The Purchaser does not require vacant possession of the Dwelling or the signed acknowledgement as a condition or obligation on Settlement.

##### **Allocation of purchase price to the Dwelling**

43.4 The Purchaser will advise the Vendor as soon as possible following the date of this Agreement of the Purchaser's proposed allocation of the purchase price for the Dwelling. Following the Purchaser's proposal of the allocation, the parties must use reasonable endeavours to agree the allocation for the Dwelling (to which clause 25 will apply) within 20 Working Days after the date of this Agreement.

43.5 If the parties have not agreed the allocation of the purchase price to the Dwelling as provided under clause 43.4 (**Deadlock Date**), then the allocation will be determined by an experienced, independent registered valuer or other suitably qualified expert (**Expert**). The parties must use all reasonable endeavours to appoint, and refer the matter to, an agreed Expert by no later than 10 Working Days after the Deadlock Date. If the parties are unable to appoint an Expert by that date, an Expert will be appointed by the president for the time being of the New Zealand Law Society.

43.6 Where an Expert is appointed, the parties must co-operate with the Expert and promptly provide any information or documents required by the Expert, and the Expert's costs shall be met equally by the parties (unless the Expert determines otherwise). Where a determination is made by the Expert, the Expert shall not be liable to either party for costs or losses that either party may claim to have suffered in respect of that determination.

#### **44 ACCESS ARRANGEMENTS**

44.1 The Purchaser acknowledges that the Vendor has advised there are several informal arrangements for access to the Property, the details of which are set out in Schedule 10 (**Access Arrangements**).

44.2 The parties will use reasonable endeavours to procure the respective third parties to enter written agreements for the Access Arrangements before Settlement in substantially the form of deed of licence attached in Schedule 12 (with the intention that the Purchaser will enter the Access Arrangements at settlement) but it is agreed that the signed deeds of licence are not a condition or obligation on settlement.



**SCHEDULE 1****(GST Information – see clause 14.0)**

This Schedule must be completed if the vendor has stated on the front page that the vendor is registered under the GST Act in respect of the transaction evidenced by this agreement and/or will be so registered at settlement. Otherwise there is no need to complete it.

<b>Section 1 Vendor</b>	
1(a) The vendor's registration number (if already registered):	Greenheart Mangakahia Forest Land Limited (102-247-663) Greenheart Papakorakora Forest NZ Limited (126-183-593)
1(b) (i) Part of the property is being used as a principal place of residence at the date of this agreement.	<del>Yes</del> /No
(ii) That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	<del>Yes</del> /No
(iii) The supply of that part will be a taxable supply.	<del>Yes</del> /No
<b>Section 2 Purchaser</b>	
2(a) The purchaser is registered under the GST Act and/or will be so registered at settlement.	Yes/ <del>No</del>
2(b) The purchaser intends at settlement to use the property for making taxable supplies.	Yes/ <del>No</del>
<b>If the answer to either or both of questions 2(a) and 2(b) is "No", go to question 2(e)</b>	
2(c) The purchaser's details are as follows:	
(i) Full name: Ingka Investments Forest Assets NZ Limited	
(ii) Address: c/- DLA Piper New Zealand, Auckland	
(iii) Registration number (if already registered): 133-312-250	
2(d) <del>The purchaser intends at settlement to use the property as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).</del>	Yes/No
<b>OR</b> <del>The purchaser intends at settlement to use part of the property (and no other part) as a principal place of residence by the purchaser or by a person associated with the purchaser under section 2A(1)(c) of the GST Act.</del> <del>That part is:</del> <del>(e.g. "the main farmhouse" or "the apartment above the shop")</del>	Yes/No
2(e) The purchaser intends to direct the vendor to transfer title to the property to another party ("nominee").	<del>Yes</del> /No
<b>If the answer to question 2(e) is "Yes", then please continue. Otherwise, there is no need to complete this Schedule any further.</b>	
<b>Section 3 Nominee</b>	
3(a) The nominee is registered under the GST Act and/or is expected by the purchaser to be so registered at settlement.	Yes/No
3(b) The purchaser expects the nominee at settlement to use the property for making taxable supplies.	Yes/No
<b>If the answer to either or both of questions 3(a) and 3(b) is "No", there is no need to complete this Schedule any further.</b>	
3(c) The nominee's details (if known to the purchaser) are as follows:	
(i) Full name:	
(ii) Address:	
(iii) Registration number (if already registered):	
3(d) The purchaser expects the nominee to intend at settlement to use the property as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act (connected by blood relationship, marriage, civil union, de facto relationship or adoption).	Yes/No
<b>OR</b> The purchaser expects the nominee to intend at settlement to use part of the property (and no other part) as a principal place of residence by the nominee or by a person associated with the nominee under section 2A(1)(c) of the GST Act. That part is: (e.g. "the main farmhouse" or "the apartment above the shop")	Yes/No

## SCHEDULE 2

### List all chattels included in the sale

(Strike out or add as applicable. If necessary complete on a separate schedule or the further terms of sale)

Stove ( )	Rangehood ( )	Wall/under bench oven ( )	Cooktop ( )
Dishwasher ( )	Kitchen waste disposal ( )	Light fittings ( )	Smoke detectors ( )
Burglar alarm ( )	Heated towel rail ( )	Heat pump ( )	Garage door remote control ( )
Garden shed ( )	Blinds	Curtains	Drapes
Fixed floor coverings	Bathroom extractor fan		

Both parties should check that Schedule 2 (list of chattels) includes an accurate list of all items which are included with the sale and purchase (in addition to, or as part of any building).

## SCHEDULE 3

### Residential Tenancies

Name of Tenant(s):

Rent:

Term:

Bond:

### Commercial/Industrial Tenancies

(If necessary complete on a separate schedule)

1. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

2. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

3. Name of Tenant(s):

Rent:

Term:

Right of Renewal:

Other:

#### SCHEDULE 4

##### ALLOCATION OF PURCHASE PRICE

The purchase price for Mangakahia Forest is allocated as follows:

Land (including the value of the Dwelling determined under clause 43)	\$44,243,498.00
Depreciable Land Improvements	Tax Written Down Value
Depreciable Assets	Tax Written Down Value
Property Contracts	\$1
Records:	\$1
NZUs	NZU Value
Trees	Balance of purchase price
<b>Total:</b>	<b>\$132,214,518.00</b>

The purchase price for Ormond Valley Forest is allocated as follows:

Land	\$313,785.00
Depreciable Land Improvements	Tax Written Down Value
Depreciable Assets	Tax Written Down Value
Property Contracts	\$1
Records:	\$1
NZUs	NZU Value
Trees	Balance of purchase price
<b>Total:</b>	<b>\$1,255,140.00</b>

All amounts are plus GST (if any).

## SCHEDULE 5

### LAND

Vendor	Record Title	of	Legal Description	Indicative Area (Ha)
Greenheart Mangakahia Forest Land Limited	508526		Section 22, 8 Block XI Tutamoe Survey District	223.5079
Greenheart Mangakahia Forest Land Limited	NA1011/133		Section 16 Block XIV Tutamoe Survey District	18.8128
Greenheart Mangakahia Forest Land Limited	NA101D/807		Lot 1 Deposited Plan 167970	79.588
Greenheart Mangakahia Forest Land Limited	NA101D/808		Lot 2 Deposited Plan 167970	37.35
Greenheart Mangakahia Forest Land Limited	NA1057/275		Lot 3 Deposited Plan 14110 and Deposited Plan 25173	40.3522
Greenheart Mangakahia Forest Land Limited	NA107C/490		Lot 5 Deposited Plan 174802 and Lot 1-2 and Lot 4 Deposited Plan 14110	183.3735
Greenheart Mangakahia Forest Land Limited	NA1111/149		Section 14 Block VIII Tutamoe Survey District	19.0202
Greenheart Mangakahia Forest Land Limited	NA14B/1073		Section 14 Block XIV Tutamoe Survey District	215.9504
Greenheart Mangakahia Forest Land Limited	NA1549/19		Section S7 Block VIII Tutamoe Survey District	43.6023
Greenheart Mangakahia Forest Land Limited	NA171/239		Section 5-7 Block XV Tutamoe Survey District	204.9788
Greenheart Mangakahia Forest Land Limited	NA264/145		Part Section 6 Block VIII Tutamoe Survey District	18.2109
Greenheart Mangakahia Forest Land Limited	NA26C/962		Section 6 and Section 15 Block X Punakitere Survey District	132.5345
Greenheart Mangakahia Forest Land Limited	NA271/161		Section 1 Block VII Tutamoe Survey District	124.2385
Greenheart Mangakahia Forest Land Limited	NA341/103		Oputeke No 2B No 7 Block	103.0836
Greenheart Mangakahia Forest Land Limited	NA42C/877		Section 12 and Section 19 Block VIII Tutamoe Survey District	186.8888
Greenheart Mangakahia Forest Land Limited	NA42C/885		Section N7 Block VIII Tutamoe Survey District	43.5467
Greenheart Mangakahia Forest Land Limited	NA49A/114		Section 10-11, 30 Block I Kaihu Survey District and Lot 1 Deposited Plan 15090 and Lot 1 Deposited Plan 29964	219.5051
Greenheart Mangakahia Forest Land Limited	NA52D/593		Section 12 and Part Section 13-14 Block VII Tutamoe Survey District	658.9311
Greenheart Mangakahia Forest Land Limited	NA53A/494		Lot 1-2 Deposited Plan 97241	246.2435
Greenheart Mangakahia Forest Land Limited	NA54C/1273		Lot 9-10 Deposited Plan 100368	89.483
Greenheart Mangakahia Forest Land Limited	NA55A/1190		Part Section 6 and Part Section 21 Block VII Tutamoe Survey District	177.8247
Greenheart Mangakahia Forest Land Limited	NA56A/1318		Part Section 21 Block XI Tutamoe Survey District	59.731
Greenheart Mangakahia Forest Land Limited	NA56A/292		Section 1 Block VIII Tutamoe Survey District	110.8838
Greenheart Mangakahia Forest Land Limited	NA56B/1198		Section 18-20 and Part Section 5 Block VII Tutamoe Survey District	449.6723

Greenheart Mangakahia Forest Land Limited	NA56B/1199	Section 2 and Part Section 8 Block VII Tutamoe Survey District	277.2694
Greenheart Mangakahia Forest Land Limited	NA57C/535	Lot 1 Deposited Plan 104107	458.82
Greenheart Mangakahia Forest Land Limited	NA57D/850	Lot 9 and Lot 12-13 Deposited Plan 104823	359.7763
Greenheart Mangakahia Forest Land Limited	NA58D/593	Lot 1 Deposited Plan 105758, Part Opanake No 1C North No 8 Block and Lot 1 Deposited Plan 105759	293.5142
Greenheart Mangakahia Forest Land Limited	NA59A/463	Lot 4 Deposited Plan 105756	94.85
Greenheart Mangakahia Forest Land Limited	NA59A/464	Lot 2 Deposited Plan 105757	13.81
Greenheart Mangakahia Forest Land Limited	NA59A/66	Lot 1 Deposited Plan 105577	116.62
Greenheart Mangakahia Forest Land Limited	NA59D/534	Lot 1 Deposited Plan 107253	13.8
Greenheart Mangakahia Forest Land Limited	NA60D/183	Section 12, Section 21, Section 35-36 and Part Section 16 Block II Tutamoe Survey District	270.772
Greenheart Mangakahia Forest Land Limited	NA61C/407	Lot 1 Deposited Plan 109317	196.48
Greenheart Mangakahia Forest Land Limited	NA61C/751	Lot 1 Deposited Plan 109501	341.9
Greenheart Mangakahia Forest Land Limited	NA61C/754	Lot 1 Deposited Plan 109503	126.86
Greenheart Mangakahia Forest Land Limited	NA63D/427	Lot 3 Deposited Plan 113403	39.535
Greenheart Mangakahia Forest Land Limited	NA65B/955	Lot 1 Deposited Plan 115004	1.0303
Greenheart Mangakahia Forest Land Limited	NA65D/720	Lot 1 Deposited Plan 115874 and Lot 5 and Part Lot 1 Deposited Plan 107462	435.6646
Greenheart Mangakahia Forest Land Limited	NA67B/231	Section 12B Block VII Tutamoe Survey District	3.5789
Greenheart Mangakahia Forest Land Limited	NA67B/232	Section 12A Block VII Tutamoe Survey District	5.4126
Greenheart Mangakahia Forest Land Limited	NA67B/235	Section 15 Block VI Tutamoe Survey District	42.0367
Greenheart Mangakahia Forest Land Limited	NA67B/237	Section 18-19 Block X Tutamoe Survey District	2.213
Greenheart Mangakahia Forest Land Limited	NA67B/238	Section 3 Block X Tutamoe Survey District	295.0158
Greenheart Mangakahia Forest Land Limited	NA67B/239	Section 4 Block X Tutamoe Survey District	270.5399
Greenheart Mangakahia Forest Land Limited	NA67B/240	Section 5 Block X Tutamoe Survey District	173.2054
Greenheart Mangakahia Forest Land Limited	NA67B/241	Section 18 Block XI Tutamoe Survey District	220.0477
Greenheart Mangakahia Forest Land Limited	NA67B/243	Part Section 14 Block XI Tutamoe Survey District	205.1578
Greenheart Mangakahia Forest Land Limited	NA67B/245	Section 16 Block XI Tutamoe Survey District	8.5186
Greenheart Mangakahia Forest Land Limited	NA67B/246	Section 11 Block XI Tutamoe Survey District	85.9754
Greenheart Mangakahia Forest Land Limited	NA67B/248	Section 23 Block XV Tutamoe Survey District and Part Section 10 Block XI Tutamoe Survey District	144.0746

Greenheart Mangakahia Forest Land Limited	NA67D/778	Lot 2 Deposited Plan 118042	442.1
Greenheart Mangakahia Forest Land Limited	NA713/88	Section 8 Block XIII Punakitere Survey District	229.6591
Greenheart Mangakahia Forest Land Limited	NA71A/811	Lot 1 and Lot 7 Deposited Plan 122188	358.7
Greenheart Mangakahia Forest Land Limited	NA72C/710	Lot 1 Deposited Plan 124438	155.09
Greenheart Mangakahia Forest Land Limited	NA72C/716	Lot 1 Deposited Plan 124439	294.25
Greenheart Mangakahia Forest Land Limited	NA72C/719	Lot 4 Deposited Plan 124439	263.76
Greenheart Mangakahia Forest Land Limited	NA73B/563	Lot 4-5 Deposited Plan 125733	191.43
Greenheart Mangakahia Forest Land Limited	NA74A/368	Lot 6-8 Deposited Plan 126923	175.09
Greenheart Mangakahia Forest Land Limited	NA75C/229	Part Section 13 Block X Puna-Kitere Survey District	223.9052
Greenheart Mangakahia Forest Land Limited	NA77B/92	Lot 1 and Lot 5 Deposited Plan 131825	253.542
Greenheart Mangakahia Forest Land Limited	NA77B/95	Lot 4 Deposited Plan 131825	3.3614
Greenheart Mangakahia Forest Land Limited	NA781/161	Section 9-10 and Section 17 Block VII Tutamoe Survey District	666.449
Greenheart Mangakahia Forest Land Limited	NA78A/281	Lot 3 and Lot 6 Deposited Plan 132379	321.0295
Greenheart Mangakahia Forest Land Limited	NA78D/772	Section 7 Block VII Tutamoe Survey District	3.1034
Greenheart Mangakahia Forest Land Limited	NA7B/520	Section 11 Block VII Tutamoe Survey District	272.4546
Greenheart Mangakahia Forest Land Limited	NA857/42	Section 32 and Section 35 Block III Kaihu Survey District	0.2555
Greenheart Mangakahia Forest Land Limited	NA85A/117	Section 20 Block II Tutamoe Survey District	1.0572
Greenheart Mangakahia Forest Land Limited	NA85A/85	Section 16 Block VII Tutamoe Survey District	2.805
Greenheart Mangakahia Forest Land Limited	NA86D/318	Section 16 Block VIII Tutamoe Survey District	10.0918
Greenheart Mangakahia Forest Land Limited	NA86D/319	Section 13 Block VIII Tutamoe Survey District	24.0788
Greenheart Mangakahia Forest Land Limited	NA879/117	Lot 10 Deposited Plan 32315	69.3935
Greenheart Mangakahia Forest Land Limited	NA879/121	Lot 1 Deposited Plan 33236	55.0221
Greenheart Mangakahia Forest Land Limited	NA879/122	Lot 4 Deposited Plan 33236	52.6015
Greenheart Mangakahia Forest Land Limited	NA879/123	Lot 3 Deposited Plan 33236	52.341
Greenheart Mangakahia Forest Land Limited	NA879/124	Lot 2 Deposited Plan 33236	52.1033
Greenheart Mangakahia Forest Land Limited	NA8A/893	Section 11 Block X Punakitere Survey District	192.6304
Greenheart Mangakahia Forest Land Limited	NA96D/653	Lot 2 Deposited Plan 161133	174.056
Greenheart Papakorakora Forest NZ Limited	GS6C/1169	Lot 2 Deposited Plan 9629	80.965
<b>Total Indicative Area (Ha)</b>			<b>12,805.1171</b>

**SCHEDULE 6**

DATA ROOM INDEX (INCLUDING WRITTEN RESPONSES TO REQUESTS FOR INFORMATION)

See attached

# Table of Contents

---

1.	<a href="#">DDR File Index</a>	1
2.	<a href="#">Q&amp;A Index</a>	19



Greenheart NZ Dataroom Index  
Documents displayed: All

Number	Land Title	Document	Type	Extension	Date	Direct Link
01			Main Folder			
01.01	508526		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/folder/17647188
01.02	NA1011_133		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089674
01.03	NA101D_807		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089675
01.04	NA101D_808		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089676
01.05	NA1057_275		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089680
01.06	NA107C_490		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089679
01.07	NA1111_149		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089682
01.08	NA14B_1073		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089684
01.09	NA1549_19		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089687
01.10	NA171_239		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089685
01.11	NA264_145		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089686
01.12	NA26C_962		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089688
01.13	NA271_161		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089691
01.14	NA42C_877		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089690
01.15	NA42C_885		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089692
01.16	NA49A_114		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089694
01.17	NA52D_593		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089695
01.18	NA53A_494		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089696
01.19	NA54C_1273		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089697
01.20	NA55A_1190		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089698
01.21	NA56A_1318		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089699
01.22	NA56A_292		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089700
01.23	NA56B_1198		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089702
01.24	NA56B_1199		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089701
01.25	NA57C_535		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089703
01.251	NA57C_535 Easement certificate		Document	pdf	28-Apr-2025 12:47	https://dataroom.ansarada.com/byhaqojumxha/document/82179770
01.26	NA57D_850		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089706
01.27	NA58D_593		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089704
01.28	NA59A_463		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089705
01.29	NA59A_464		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089707
01.30	NA59A_566		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089709
01.31	NA59D_534		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089710
01.32	NA60D_183		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089711
01.33	NA61C_407		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089712
01.34	NA61C_751		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089713
01.35	NA61C_754		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089714
01.36	NA63D_427		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089715
01.37	NA65B_955		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089716
01.38	NA65D_720		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089718
01.39	NA67B_231		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089717
01.40	NA67B_232		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089720
01.41	NA67B_235		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089719
01.42	NA67B_237		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089722
01.43	NA67B_238		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089721
01.44	NA67B_239		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089724
01.45	NA67B_240		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089723
01.46	NA67B_241		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089725
01.47	NA67B_243		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089726
01.48	NA67B_245		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089727
01.49	NA67B_246		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089728
01.50	NA67B_248		Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumxha/document/82089729

01.51	NA67D_778	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089730
01.52	NA713_88	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089731
01.53	NA71A_811	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089732
01.54	NA72C_710	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089733
01.55	NA72C_716	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089734
01.56	NA72C_719	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089737
01.57	NA73B_563	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089740
01.58	NA74A_368	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089741
01.59	NA75C_229	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089742
01.60	NA77B_92	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089744
01.61	NA77B_95	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089746
01.62	NA781_161	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089745
01.63	NA78A_281	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089747
01.64	NA78D_772	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089754
01.65	NA7B_520	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089748
01.66	NA857_42	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089749
01.67	NA85A_117	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089750
01.68	NA85A_85	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089753
01.69	NA879_117	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089751
01.70	NA879_121	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089752
01.71	NA8A_893	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089758
01.72	NA879_122	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089755
01.73	NA879_123	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089756
01.74	NA879_124	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089757
01.75	NA96D_653	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089760
01.78	NA341_103	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089689
01.79	NA70A_271	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089735
01.80	Ormond Valley - GS6C_1169	Document	pdf	22-Apr-2025 22:05	https://dataroom.ansarada.com/byhaqojumkha/document/82089673
01.81	NA86D_318	Document	pdf	07-May-2025 16:33	https://dataroom.ansarada.com/byhaqojumkha/document/82310864
01.82	N286D_319	Document	pdf	07-May-2025 16:33	https://dataroom.ansarada.com/byhaqojumkha/document/823170865
02	Property reports	Main Folder			https://dataroom.ansarada.com/byhaqojumkha/folder/17667181
03	Baylys Basin_Road_Parore_Kaipara_District	Document	pdf	28-Apr-2025 12:57	https://dataroom.ansarada.com/byhaqojumkha/document/82179834
04	Littles Otatau_Road_Otaua_Far_North_District	Document	pdf	28-Apr-2025 12:57	https://dataroom.ansarada.com/byhaqojumkha/document/82179836
05	Maropiu 63_Kaihu_Wood_Road_Kaihu_Kaipara_District	Document	pdf	28-Apr-2025 12:57	https://dataroom.ansarada.com/byhaqojumkha/document/82179835
06	Maropiu GHT Mangakahia Maori Land 63_Kaihu_Wood_Road_Kaihu_Kaipara_District	Document	pdf	28-Apr-2025 12:57	https://dataroom.ansarada.com/byhaqojumkha/document/82179838
07	Maropiu Maropiu_Road_Mamaranui_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179838
08	Monteith_Road_South_Kaihu_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179841
09	Opouteke (pt1) Opouteke_Road_Nukutawhiti_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179839
10	Opouteke (pt2) Waimatenui_Road_Nukutawhiti_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179840
11	Opouteke (pt3) Okaharau_Road_Pakotai_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179843
12	Opouteke (pt4) Okaharau_Road_Pakotai_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179844
13	Opouteke (pt5) Opouteke_Road_Pakotai_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179845
14	Opouteke (pt6) 968_Opouteke_Road_Pakotai_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179846
15	Opouteke (pt7) Takitū_Road_Pakotai_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179847
16	Opouteke (pt8) Okaharau_Road_Tangowahine_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179848
17	Opouteke Cpt 20 1889_Tangowahine_Valley_Road_Tangowahine_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179849
18	Opouteke Opouteke_Road_Kaihu_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179850
19	Opouteke Tangowahine_Valley_Road_Tangowahine_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179851
20	Ormond_Valley_Road_Ormond_Gisborne_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179852
21	Punakitere Mataraua_Road_Kaihohe_Far_North_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179853
22	Tangowahine SH_14_Awakino_Point_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179854
23	Waihue Waimata_Road_Mamaranui_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179855
24	Waimatenui Mataraua_Road_Otaua_Far_North_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179856
25	Waiotama State_Highway_14_Tangiteroria_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179857
26	Waiotama State_Highway_14_Whēki_Valley_Whangarei_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179858
27	Zambezi_Waimatenui_Road_East_Donnellys_Crossing_Kaipara_District	Document	pdf	28-Apr-2025 12:58	https://dataroom.ansarada.com/byhaqojumkha/document/82179859
03	Rates Notices	Main Folder			https://dataroom.ansarada.com/byhaqojumkha/folder/17669862

04	Baylys Basin_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192334
05	Littles Otatau_Road_Far_North_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192335
06	Maropiu 63_Kaihu_Wood_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192337
07	Maropiu GHT Mangakahia Maori Land 63_Kaihu_Wood_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192336
08	Maropiu Maropiu_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192339
09	Monteith_Road_South_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192340
10	Opouteke (pt1) Nukutawhiti_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192342
11	Opouteke (pt2) Waimatenui_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192343
12	Opouteke (pt3) Okaharau_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192344
13	Opouteke (pt4) Okaharau_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192345
14	Opouteke (pt5) Opouteke_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192346
15	Opouteke (pt6) 968_Opouteke_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192347
16	Opouteke (pt7) Takitu_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192349
17	Opouteke (pt8) Okaharau_Road_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192350
18	Opouteke Cpt 20 1889_Tangowahine_Valley_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192351
19	Opouteke Opouteke_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192352
20	Opouteke Tangowahine_Valley_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192357
21	Punakitere Mataraua_Road_Far_North_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192354
22	Tangowahine SH_14_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192355
23	Waihue Waimata_Road_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192356
24	Waimatenui Mataraua_Road_Far_North_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192360
25	Waiotama SH_14_Whieki_Valley_Whangarei_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192359
26	Waiotama Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192361
27	Zambezi_Waimatenui_Road_East_Kaipara_District	Document	pdf	28-Apr-2025 16:12	https://dataroom.ansarada.com/byhaaojiumxha/document/82192362
04	GreenHeart NZ - Information Memorandum (20241220)	Document	pdf	29-Apr-2025 18:38	https://dataroom.ansarada.com/byhaaojiumxha/document/82214017
05	Mapping	Main Folder			https://dataroom.ansarada.com/byhaaojiumxha/folder/17676097
05.01	ESC Maps	Folder			https://dataroom.ansarada.com/byhaaojiumxha/folder/17676099
05.01.01	Baylys NES-CF Map	Document	pdf	15-Jun-2025 16:25	https://dataroom.ansarada.com/byhaaojiumxha/document/83427712
05.01.02	Littles NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215773
05.01.03	Maropiu NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215772
05.01.04	Monteiths NES CF Map	Document	pdf	23-May-2025 14:20	https://dataroom.ansarada.com/byhaaojiumxha/document/82893744
05.01.05	Waihue NES CF Map	Document	pdf	23-May-2025 14:20	https://dataroom.ansarada.com/byhaaojiumxha/document/82893742
05.01.06	Opouteke NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215771
05.01.07	Punatikere NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215778
05.01.08	Tangowahine NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215775
05.01.09	Waimatenui NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215776
05.01.10	WAIM - Zambzei NES CF Map	Document	pdf	23-May-2025 14:31	https://dataroom.ansarada.com/byhaaojiumxha/document/82893904
05.01.11	Waiotama NES-CF Map	Document	pdf	29-Apr-2025 19:45	https://dataroom.ansarada.com/byhaaojiumxha/document/82215777
05.01.12	Ormond NES CF map	Document	pdf	23-May-2025 14:20	https://dataroom.ansarada.com/byhaaojiumxha/document/82893741
05.02	Forest Maps	Folder			https://dataroom.ansarada.com/byhaaojiumxha/folder/17711569
05.02.01	General_BAYL Baylys Forest (Baylys)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498672
05.02.02	General_LITL Littles Forest (Otatau)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498676
05.02.03	General_MAPU Maropiu Forest (Ahikuiwi)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498677
05.02.04	General_MAPU Monteiths Forest (Kaihu)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498671
05.02.05	General_MAPU Waihue Forest (Anikiwi)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498674
05.02.06	General_OPTK Opouteke Forest 1 of 4	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498675
05.02.07	General_OPTK Opouteke Forest 2 of 4	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498682
05.02.08	General_OPTK Opouteke Forest 3 of 4	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498679
05.02.09	General_OPTK Opouteke Forest 4 of 4	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498681
05.02.10	General_OPTK Opouteke Foret 4 of 4	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498680
05.02.11	General_PUNA Punatikere Forest (Kiriokie)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498686
05.02.12	General_TGOW Tangowahine (Tangowahine)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498687
05.02.13	General_WAIM Waimatenui Forest (Three Bridges)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498685
05.02.14	General_WAIM Zambzei Forest (Waimatenui)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498684
05.02.15	General_WATM Waiotama Forest (Waiotama)	Document	pdf	12-May-2025 18:56	https://dataroom.ansarada.com/byhaaojiumxha/document/82498688
05.02.16	Mapping of IM names to Forest names	Document	pdf	12-May-2025 18:53	https://dataroom.ansarada.com/byhaaojiumxha/document/82334524
05.02.17	General_ORMD Ormond Forest	Document	pdf	17-Jun-2025 18:04	https://dataroom.ansarada.com/byhaaojiumxha/document/83489952

05.02.18	Powerlines_ WAIM Waimatenui Forest (Three Bridges)	Documents for questions	
07	HCV areas		
#2200	MFV HCV MANAGEMENT V3 May25		
#2200.01	MFV LITLLES HCV 28.11.24		
#2200.02	MFV OPOUTEKE FOREST HCV 1.11.24		
#2200.03	MFV PUNAKITERE FOREST HCV 1.11.24		
#2200.04	MFV WAIMATENUI FOREST HCV MISSOURI 1.11.24		
#2200.05	MFV WAIMATENUI FOREST HCV YANGTZE 1.11.24		
#2200.06			
#4134	OIO Consents		
#4134.01	GPF - Ormond Valley - Consent conditions 28 May 2028		
#4134.02	GPF - Ormond Valley - Notice of decision 28 May 2028		
#4134.03	MFL - Opouteke - Decision summary 12 Aug 2022		
#4134.04	MFL - Opouteke - Notice of Decision 12 Aug 2022		
#4134.05	Newforest - Mangakahia -Notice of Decision 30 Ap 2015		
#4134.06	Chapman Tripp (Emerald) OIO Letter 22 Dec 2014		
#4140	OIO compliance reports		
#4140.01	MFL Cpt 40		
#4140.01.01	MFL 50912 - Annual Report due 30 November 2024 (Doc50146)		
#4140.01.02	MFL 66057 - Annual Report due 30 November 2024		
#4140.02	Ormond Valley		
#4140.02.01	Greenheart Papakorakora - Ormond Valley full including appendix)- oio_annual-report-FINAL_20220120		
#4140.02.02	Greenheart Papakorakora - Ormond Valley oio_annual-report 2023		
#5500	Access by Public		
#5500.01	20170710-MOU re Mt Tutamoe Track (GH MFV) complete signed		
#5500.02	Kaipara Cycle Club Agreement-signed		
#5665	FSC info		
#5665.01	FSC Certificate 2024_printed version		
#6789	Fish and Games Aees		
#6789.01	Map- Maropui GEOREF		
#6789.02	Map- Tangowahine		
#6789.03	Map- Waioatama GEOREF		
#7875	Archaeological sites and records		
#7875.01	Archaeological sites by forest		
#7875.02	Archaeological Sites_ BAYL Baylys Forest (Baylys)		
#7875.03	Archaeological Sites_ LITL Little's Forest (Otaua)		
#7875.04	Archaeological Sites_ MAPU Maropui Forest (Ahikuiwi)		
#7875.05	Archaeological Sites_ MAPU Montetiths Forest (Kaihu)		
#7875.06	Archaeological Sites_ MAPU Waihue Forest (Ahikuiwi)		
#7875.07	Archaeological Sites_ OPTK Opouteke Forest 1 of 4		
#7875.08	Archaeological Sites_ OPTK Opouteke Forest 2 of 4		
#7875.09	Archaeological Sites_ OPTK Opouteke Forest 3 of 4		
#7875.10	Archaeological Sites_ OPTK Opouteke Forest 4 of 4		
#7875.11	Archaeological Sites_ ORMD Ormond Forest		
#7875.12	Archaeological Sites_ PUNA Punatikere Forest (Kirioko)		
#7875.13	Archaeological Sites_ TGOW Tangowahine (Tangowahine)		
#7875.14	Archaeological Sites_ WAIM Waimatenui Forest (Three Bridges)		
#7875.15	Archaeological Sites_ WAIM Zambesi Forest (Waimatenui)		
#7875.16	Archaeological Sites_ WATM Waioatama Forest (Waioatama)		
#7875.17	BAYL P07-24		
#7875.18	OPTK P06-104		
#7875.19	OPTK P06-106		
#7875.20	OPTK P06-43		
#7875.21	OPTK P06-44		
#7875.22	OPTK P06-46		
#7875.23	OPTK P06-97		
#7875.24	OPTK P07-39		

17-Jun-2025 20:18	https://dataroom.ansarada.com/byhaqojumxha/document/83492185	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17740556	Main Folder	
	https://dataroom.ansarada.com/byhaqojumxha/folder/17741356	Folder	
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460351	Document	pdf
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460353	Document	pdf
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460354	Document	pdf
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460352	Document	pdf
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460355	Document	pdf
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460356	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17830091	Folder	
22-May-2025 13:36	https://dataroom.ansarada.com/byhaqojumxha/document/82847205	Document	pdf
22-May-2025 13:36	https://dataroom.ansarada.com/byhaqojumxha/document/82847202	Document	pdf
22-May-2025 13:36	https://dataroom.ansarada.com/byhaqojumxha/document/82847203	Document	pdf
22-May-2025 13:36	https://dataroom.ansarada.com/byhaqojumxha/document/82847204	Document	pdf
22-May-2025 13:36	https://dataroom.ansarada.com/byhaqojumxha/document/82847207	Document	pdf
31-Jul-2025 10:49	https://dataroom.ansarada.com/byhaqojumxha/document/84850801	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17904697	Folder	
	https://dataroom.ansarada.com/byhaqojumxha/folder/17904699	Folder	
04-Jun-2025 14:36	https://dataroom.ansarada.com/byhaqojumxha/document/83161675	Document	pdf
04-Jun-2025 14:36	https://dataroom.ansarada.com/byhaqojumxha/document/83161677	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17904700	Folder	
04-Jun-2025 14:36	https://dataroom.ansarada.com/byhaqojumxha/document/83161676	Document	pdf
04-Jun-2025 14:36	https://dataroom.ansarada.com/byhaqojumxha/document/83161678	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17741435	Folder	
09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460603	Document	pdf
02-Jul-2025 11:07	https://dataroom.ansarada.com/byhaqojumxha/document/83987232	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17740509	Folder	
28-May-2025 08:05	https://dataroom.ansarada.com/byhaqojumxha/document/82982892	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17976095	Folder	
17-Jun-2025 17:00	https://dataroom.ansarada.com/byhaqojumxha/document/83488358	Document	pdf
17-Jun-2025 17:00	https://dataroom.ansarada.com/byhaqojumxha/document/83488370	Document	pdf
	https://dataroom.ansarada.com/byhaqojumxha/folder/17856871	Folder	
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82973994	Document	xls
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82973992	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82973995	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82973991	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82973999	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974001	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974003	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974006	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974008	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974009	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974011	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974013	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974014	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974016	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974018	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974019	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974022	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974024	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974025	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974026	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974028	Document	pdf
27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974031	Document	pdf

#7875.25	OPTK P07-76	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974032
#7875.26	OPTK P07-77	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974033
#7875.27	PUNA P06-38	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974034
#7875.28	PUNA P06-39	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974037
#7875.29	PUNA P06-9	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974039
#7875.30	WAIM P06-49	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974041
#7875.31	WAIM P06-50	Document	pdf	27-May-2025 20:22	https://dataroom.ansarada.com/byhaqojumxha/document/82974042
#7875.32	WATM P07-21	Document	pdf	27-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82974044
#7875.33	WATM P07-73	Document	pdf	27-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82974046
#7894	ETS Information	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306572
	Mapping	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18315109
	Forest ETS and planted area	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84824999
Ormond	Reports	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18315111
CAA	land status report-2025-07-30-15-53-55	Document	xlsx	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825007
Detailed	CAA Unit Balance statement-2025-07-30-16-59-27	Document	xlsx	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825008
a.	SHP files of harvesting at year end	Document			https://dataroom.ansarada.com/byhaqojumxha/folder/18306458
Answer	to 7894 part a shp files harvesting area	Folder			https://dataroom.ansarada.com/byhaqojumxha/document/84790405
b.	Shapefile replanting and stand records	Document	docx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790405
	ETS_Info.gdb	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306459
	a00000001	Document	gdbindexes	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/folder/18306468
	a00000001	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790416
	a00000001	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790417
	a00000001.TablesByName	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790418
	a00000002	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790419
	a00000002	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790420
	a00000003	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790421
	a00000003	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790422
	a00000003	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790423
	a00000003	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790424
	a00000004	Document	gdbindexes	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790425
	a00000004	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790426
	a00000004	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790427
	a00000004	Document	horizon	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790428
	a00000004	Document	spk	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790429
	a00000004	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790430
	a00000004.CatItemsByPhysicalName	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790431
	a00000004.CatItemsByType	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790432
	a00000004.FDO_UUID	Document	gdbindexes	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790433
	a00000005	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790434
	a00000005	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790436
	a00000005.CatItemTypesByName	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790437
	a00000005.CatItemTypesByParentTypeId	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790438
	a00000005.CatItemTypesByUUID	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790439
	a00000006	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790440
	a00000006	Document	gdbindexes	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790442
	a00000006	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790443
	a00000006.CatRelIsByDestinationID	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790441
	a00000006.CatRelIsByOriginID	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790446
	a00000006.CatRelIsByType	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790445
	a00000006.FDO_UUID	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790448
	a00000007	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790449
	a00000007	Document	gdbtable	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790450
	a00000007	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790452
	a00000007.CatRelTypesByBackwardLabel	Document	atx	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumxha/document/84790451
	a00000007.CatRelTypesByDestItemTypeId	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790457
	a00000007.CatRelTypesByForwardLabel	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790458
	a00000007.CatRelTypesByName	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790459
	a00000007.CatRelTypesByOriginItemTypeId	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790459

	a00000007_CatRelTypesByUUID	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904669
	a00000009	Document	gdbindexes	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904667
	a00000009	Document	gdbtablix	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904687
	a00000009	Document	gdbtablx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904688
	a00000009_EditingTemplatesByDatasetGUID	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904669
	a00000009_EditingTemplatesByName	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904779
	a00000009_EditingTemplatesByType	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904773
	a00000009_FDO_GlobalID	Document	gdbindexes	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904773
	a0000000a	Document	gdbtablix	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904881
	a0000000a	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904883
	a0000000a_EditingTemplateReIsByDestinationID	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904882
	a0000000a_EditingTemplateReIsByOriginID	Document	atx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904884
	a0000000a_EditingTemplateReIsByType	Document	gdbindexes	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904885
	a0000000b	Document	gdbtablix	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904886
	a0000000b	Document	gdbtablix	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904887
	a0000000b	Document	horizon	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904888
	a0000000b	Document	spx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904889
	gdb	Document		29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904930
	timestamps	Document		29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumkha/document/847904932
	MFV_ETIS_replanted_area	Document	cpg	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904903
	MFV_ETIS_replanted_area	Document	dbf	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904905
	MFV_ETIS_replanted_area	Document	prj	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904906
	MFV_ETIS_replanted_area	Document	shn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document	sbn	29-Jul-2025 16:01	https://dataroom.ansarada.com/byhaqojumkha/document/847904907
	MFV_ETIS_replanted_area	Document			

[illegible]



19nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790649
19s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790652
19w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790656
1c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790653
1e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790657
1n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790665
1nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790664
1s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790669
1w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790668
20c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790673
20e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790674
20n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790676
20nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790675
20s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790683
20w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790681
21c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790685
21e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790684
21n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790691
21nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790690
21s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790692
21w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790693
22c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790696
22e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790697
22n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790700
22nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790699
22s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790705
22w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790707
23c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790709
23e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790706
23n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790713
23nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790710
23s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790711
23w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790714
24c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790717
24e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790719
24n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790722
24nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790720
24w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790729
25c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790731
25e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790732
25n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790733
25nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790740
25s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790743
25w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790744
26c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790746
26e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790751
26n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790754
26nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790756
26s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790757
26w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790763
27c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790765
27e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790766
27n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790773
27nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790771
27s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790775
27w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790774



28c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790779
28e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790780
28n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790782
28nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790781
28s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790792
28w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790791
29c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790788
29e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790789
29n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790796
29nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790797
29s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790801
29w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790795
2c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790803
2e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790804
2n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790805
2nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790811
2s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790813
2w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790815
30c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790816
30e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790819
30n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790821
30nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790822
30s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790823
30w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790824
31c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790825
31e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790826
31n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790827
31nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790828
31s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790829
31w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790830
32c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790831
32e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790832
32n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790833
32nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790834
32s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790835
32w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790836
33c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790837
33e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790838
33n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790839
33nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790840
33w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790841
34c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790842
34e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790843
34n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790844
34nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790845
34s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790846
34w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790847
35c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790848
35e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790849
35n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790850
35nav	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790854
35s	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790855
35w	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790856
36c	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790858
36e	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790859
36n	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790870
		jpg	https://dataroom.ansarada.com/byhaqojumxha/document/84790871



[illegible]

[illegible]

[illegible]

1_Greenheart_MF	70nav	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791155
MFV	70s	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791156
MFV	70w	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791157
ETS	7c	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791158
	7e	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791159
	7n	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791160
	7nav	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791161
	7s	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791162
	7w	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791163
	8c	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791164
	8n	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791165
	8nav	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791166
	8w	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791168
	9c	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791170
	9e	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791171
	9n	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791172
	9nav	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791173
	9s	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791174
	9w	Document	jpg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791175
check		Document	xlsx	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790541
- FMAParticipantSpecificTables		Document	pdf	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790538
- FMAParticipantSpecificTables		Document	xls	29-Jul-2025 16:02	https://dataroom.ansarada.com/byhaqojumxha/document/84790547
shapefile		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18315108
ETSA_50163		Document	dbf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84824894
ETSA_50163		Document	pri	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84824996
ETSA_50163		Document	shp	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84824997
ETSA_50163		Document	shx	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84824998
Original details registration details		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306463
Greenheart Mangakahia Forest Lands ETS 20211207		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791176
Greenheart Mangakahia Forest Lands Tangowahine ETS 20220111		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791177
Greenheart Mangakahia Forest Lands (Waihue) ETS 20211210		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791179
Greenheart Mangakahia Forest Lands (Waihue) ETS 20211210		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791180
Greenheart Mangakahia Forest Lands (Waihue) ETS 20211210		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791181
Result NZ-6741 (Maropiu and Tangowahine)		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791184
Maropiu		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791182
Maropiu		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791185
CPT22		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791186
CPT25		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791188
Cpt29		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791189
Cpt30		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791190
Maropiu		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791191
Notes		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791191
Application Summary - ETSA-049396 20220113		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/folder/18306464
on ETS original application documents		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/folder/18306464
Correspondence with MPI and EPA		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306465
on correspondence		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791194
final emissions return assessment		Document	msg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791192
s.123 Notice of s.121 Assessment		Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791193
ID_ P-054068 - Legal notice of overdue emissions return and FMA warning for Greenheart Mangakahia Forest Land Limited		Document	msg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791195
FMA data submission NZ-6741 PST for MFV		Document	msg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791196
Any other information correspondence		Document	msg	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/folder/18306465
CAA land status report-2025-07-30-15-53-55		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306465
Detailed CAA Unit Balance statement-2025-07-30-16-59-27		Document	xlsx	30-Jul-2025 15:11	https://dataroom.ansarada.com/byhaqojumxha/document/84825035
Information		Document	xlsx	30-Jul-2025 15:11	https://dataroom.ansarada.com/byhaqojumxha/document/84825058
Any notices received under section 94 or 120 of the CCRA		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791197
i document		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306466
Mapping showing planting stands with ETS information		Document	docx	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791199
Eligible area		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306467
		Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18306470

	Final	ETS/04/9396_FinalEligible_Upload_09082022	Document	cpq	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791203
		ETS/04/9396_FinalEligible_Upload_09082022	Document	dbf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791204
		ETS/04/9396_FinalEligible_Upload_09082022	Document	prj	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791207
		ETS/04/9396_FinalEligible_Upload_09082022	Document	shn	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791208
		ETS/04/9396_FinalEligible_Upload_09082022	Document	sbn	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791209
		ETS/04/9396_FinalEligible_Upload_09082022	Document	shp	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791210
		ETS/04/9396_FinalEligible_Upload_09082022	Document	shx	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791211
		ETS/04/9396_FinalEligible_Upload_09082022.shp	Document	xnl	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791213
		Ineligible Shapefile	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/183306471
		ETS/04/9396_FinalIneligible_09082022	Document	cpq	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791212
		ETS/04/9396_FinalIneligible_09082022	Document	dbf	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791214
		ETS/04/9396_FinalIneligible_09082022	Document	prj	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791215
		ETS/04/9396_FinalIneligible_09082022	Document	shn	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791216
		ETS/04/9396_FinalIneligible_09082022	Document	sbn	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791217
		ETS/04/9396_FinalIneligible_09082022	Document	shp	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791218
		ETS/04/9396_FinalIneligible_09082022	Document	shx	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791219
		ETS/04/9396_FinalIneligible_09082022.shp	Document	xnl	29-Jul-2025 16:09	https://dataroom.ansarada.com/byhaqojumxha/document/84791220
		(Monteith) Cpt 21 & 22 ETS and planted area	Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791198
		Cpt 25 (Waihue) ETS and planted area	Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791200
		map of ETS area	Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791201
		Cpt 30 ETS and planted area	Document	pdf	29-Jul-2025 16:08	https://dataroom.ansarada.com/byhaqojumxha/document/84791202
		Information	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/18315110
		Ormond Valley Map ETS	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825000
		- ETS/04/9396(Approved)	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825001
		4 05 Nov 1992	Document	jpg	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825002
		Valley - First Forest Stockbook 030222pg1	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825003
		Valley - First Forest Stockbook information Forest Enterprises 20220203	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825004
		Valley - First Stockbook 030222	Document	pdf	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825005
		Valley August 2003 - Google Earth	Document	jpg	30-Jul-2025 15:08	https://dataroom.ansarada.com/byhaqojumxha/document/84825006
		Pre-1990 ETS	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17737852
		Grant of 392,067 NZU allocation (Pre-1990) - Mangakahia	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450731
		Disposal of 100,000 NZU (Aug 2014)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450719
		Disposal of 50,000 NZU (Carbon Match Trade ID 8176)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450721
		Disposal of 25,000 NZU (Carbon Match Trade ID 8181)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450720
		Disposal of 25,000 NZU (Carbon Match Trade ID 8182)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450723
		Disposal of 15,000 NZU (Carbon Match Trade ID 8188)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450724
		Disposal of 3,000 NZU (Carbon Match Trade ID 8189)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450725
		Disposal of 2,000 NZU (Carbon Match Trade ID 8191)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450726
		Disposal of 30,000 NZU (Carbon Match Trade ID 8192)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450728
		Disposal of 65,000 NZU (Carbon Match Trade ID 8199) Lost the Carbon Match statement	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450727
		Disposal of 77,067 NZU (Carbon Match Trade ID 8260 & 8261)	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450722
		Registration of Post-1989 ETS - Mangakahia - ETS/04/9396	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450730
		Registration of Post-1989 ETS - Ormond Valley - ETS/04/9396	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82450729
		General recreational use	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17741398
		20170710-MOU re Mt Tutamoe Track (GH MFV) complete signed	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460458
		Forest Access Licence Archery Club 2025	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460455
		Forest Access Licence Fish & Game 2025	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460457
		Kaipara Cycle Club Agreement-signed	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460456
		NRPHG - MFV Blocks Valid May 2025	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460459
		NRPHG - MFV Forest Access Licence 2025-2026	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460460
		Stephen Johnson - Goat Hunting Permit - Maropiu 2024-2025	Document	png	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460462
		Stephen Johnson - Goat Hunting Permit - Tangowahine 2024-2025	Document	png	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460461
		Interests and agreements regarding access to the Properties	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17784196
		#8136.02 Opoutekere - Waitakere Road access agreement	Document	pdf	20-Aug-2025 19:59	https://dataroom.ansarada.com/byhaqojumxha/document/82643218
		#8136.02 Waitakere Rd signed agreement	Document	pdf	20-Aug-2025 19:59	https://dataroom.ansarada.com/byhaqojumxha/document/82643217
		Activities + Revenue	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17741426
		Manukau Health (Aplary) MFV Agreement	Document	pdf	09-May-2025 17:14	https://dataroom.ansarada.com/byhaqojumxha/document/82460527

Fords and bridges	Maps	#8216		Folder		
		#8216.01	Fords and Bridges_BAYL Baylys Forest (Baylys)	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843138
		#8216.01.01	Fords and Bridges_LITL Littles Forest (Otaua)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/folder/17843141
		#8216.01.02	Fords and Bridges_MAPU Maroplu Forest (Ahiikiwi)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896010
		#8216.01.03	Fords and Bridges_MAPU Monteiths Forest (Kaihu)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896015
		#8216.01.04	Fords and Bridges_MAPU Waihue Forest (Ahiikiwi)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896013
		#8216.01.05	Fords and Bridges_OPTK Opouteke Forest 1 of 4	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896014
		#8216.01.06	Fords and Bridges_OPTK Opouteke Forest 2 of 4	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896016
		#8216.01.07	Fords and Bridges_OPTK Opouteke Forest 3 of 4	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896017
		#8216.01.08	Fords and Bridges_OPTK Opouteke Forest 4 of 4	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896018
		#8216.01.09	Fords and Bridges_ORMD Ormond Forest	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896019
		#8216.01.10	Fords and Bridges_PUNA Punatikere Forest (Kirioka)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896020
		#8216.01.11	Fords and Bridges_TGOW Tangowahine (Tangowahine)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896021
		#8216.01.12	Fords and Bridges_WAIM Waimatenui Forest (Three Bridges)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896022
	Pictures	#8216.01.13	Fords and Bridges_WAIM Waimatenui Forest (Three Bridges)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896023
		#8216.01.14	Fords and Bridges_WAIM Zambel Forest (Waimatenui)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896025
		#8216.01.15	Fords and Bridges_WATM Waiotama Forest (Waiotama)	Document	pdf	https://dataroom.ansarada.com/byhaqojumxha/document/82896026
		#8216.02		Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843142
		#8216.02.01	Braan_Kaimaro Rd	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843143
		#8216.02.01.01	Braan1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896027
		#8216.02.01.02	Braan2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896028
		#8216.02.01.03	Braan3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896029
		#8216.02.01.04	Braan4	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896030
		#8216.02.02	Dave Tribbles - House	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843144
		#8216.02.02.01	20250515_145634	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896031
		#8216.02.02.02	20250515_145725	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896032
		#8216.02.02.03	20250515_145752	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896033
		#8216.02.02.04	20250515_145900	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896034
		#8216.02.03	Hokonui rd	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843145
		#8216.02.03.01	Hokonui1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896035
		#8216.02.03.02	Hokonui2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896036
		#8216.02.03.03	Hokonui3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896037
		#8216.02.03.04	Hokonui4	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896038
		#8216.02.04	Kaimal Ford & Bridge	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843146
		#8216.02.04.01	Kaimal Bridge1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896039
		#8216.02.04.02	Kaimal Bridge2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896040
		#8216.02.04.03	Kaimal Bridge3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896041
		#8216.02.04.04	Kaimal Ford1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896042
		#8216.02.04.05	Kaimal Ford2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896043
		#8216.02.04.06	Kaimal Ford3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896044
		#8216.02.04.07	Kaimal Ford4	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896045
		#8216.02.05	Littles Bridge	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843147
		#8216.02.05.01	Littles Bridge1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896046
		#8216.02.05.02	Littles Bridge2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896047
		#8216.02.05.03	Littles Bridge3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896048
		#8216.02.05.04	Littles Bridge4	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896049
		#8216.02.05.05	Littles Bridge5	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896050
		#8216.02.05.06	Littles Bridge6	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896051
		#8216.02.05.07	Littles Bridge7	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896052
		#8216.02.06	Niger rd	Folder		https://dataroom.ansarada.com/byhaqojumxha/folder/17843148
		#8216.02.06.01	Niger Ford1.1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896053
		#8216.02.06.02	Niger Ford1.2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896057
		#8216.02.06.03	Niger Ford1.3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896058
		#8216.02.06.04	Niger Ford1.4	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896060
		#8216.02.06.05	Niger Ford2.1	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896064
		#8216.02.06.06	Niger Ford2.2	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896065
		#8216.02.06.07	Niger Ford2.3	Document	jpg	https://dataroom.ansarada.com/byhaqojumxha/document/82896066



#8216.02.06.08	Niger Ford2.4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896067
#8216.02.06.09	Niger Ford2.5	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896068
#8216.02.06.10	Niger Ford2.6	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896069
#8216.02.07	Parrot Bridge	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843149
#8216.02.07.01	Parrot Bridge1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896073
#8216.02.07.02	Parrot Bridge2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896075
#8216.02.07.03	Parrot Bridge3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896076
#8216.02.07.04	Parrot Bridge4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896077
#8216.02.07.05	Parrot Bridge5	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896078
#8216.02.07.06	Parrot Bridge6	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896082
#8216.02.08	Pyenees	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843150
#8216.02.08.01	Pyenees1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896083
#8216.02.08.02	Pyenees2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896085
#8216.02.08.03	Pyenees3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896087
#8216.02.09	Skippers rd	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843151
#8216.02.09.01	Skippers1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896088
#8216.02.09.02	Skippers2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896089
#8216.02.09.03	Skippers3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896090
#8216.02.09.04	Skippers4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896094
#8216.02.10	Travers rd	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843152
#8216.02.10.01	Travers1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896096
#8216.02.10.02	Travers2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896099
#8216.02.10.03	Travers3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896097
#8216.02.10.04	Travers4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896098
#8216.02.11	Wilberg	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843153
#8216.02.11.01	Eastern Ford	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/folder/17843156
#8216.02.11.01.01	Large ford1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896100
#8216.02.11.01.02	Large ford2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896101
#8216.02.11.01.03	Large ford3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896102
#8216.02.11.01.04	Large ford4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896104
#8216.02.11.02	Western Ford	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843157
#8216.02.11.02.01	Small Ford west1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896106
#8216.02.11.02.02	Small Ford west2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896105
#8216.02.11.02.03	Small Ford west3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896110
#8216.02.12	Yangtze rd	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17843154
#8216.02.12.01	Yangtze Ford1	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896109
#8216.02.12.02	Yangtze Ford2	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896107
#8216.02.12.03	Yangtze Ford3	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896108
#8216.02.12.04	Yangtze Ford4	Document	jpg	23-May-2025 15:40	https://dataroom.ansarada.com/byhaqojumxha/document/82896111
#8216.03	Bridge and Ford Notes 2.9	Document	xlsx	23-May-2025 15:39	https://dataroom.ansarada.com/byhaqojumxha/document/82896011
#8219	Trees or structures on unformed legal roads	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803452
#8219.01	Unformed legal roads tree maps	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803453
8219.01.01	Legal Rd Trees_OPTK Opouteke Forest 1 of 4	Document	pdf	19-May-2025 20:55	https://dataroom.ansarada.com/byhaqojumxha/document/82728831
8219.01.02	Legal Rd Trees_OPTK Opouteke Forest 2 of 4	Document	pdf	19-May-2025 20:55	https://dataroom.ansarada.com/byhaqojumxha/document/82728833
8219.01.03	Legal Rd Trees_OPTK Opouteke Forest 3 of 4	Document	pdf	19-May-2025 20:55	https://dataroom.ansarada.com/byhaqojumxha/document/82728832
8219.01.04	Legal Rd Trees_OPTK Opouteke Forest 4 of 4	Document	pdf	19-May-2025 20:56	https://dataroom.ansarada.com/byhaqojumxha/document/82728835
8219.01.05	Legal Rd Trees_WAIM Waimatenui Forest (Three Bridges)	Document	pdf	19-May-2025 20:56	https://dataroom.ansarada.com/byhaqojumxha/document/82728837
8219.01.06	Legal Rd Trees_WATM Waitotama Forest (Waitotama)	Document	pdf	19-May-2025 20:56	https://dataroom.ansarada.com/byhaqojumxha/document/82728836
8219.02	Trees on unformed legal roads	Document	xls	19-May-2025 20:56	https://dataroom.ansarada.com/byhaqojumxha/document/82728834
#8222	Trees on third party land	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803231
#8222.1	OLB - Opouteke 1_8	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803260
08.01	OLB Opouteke 1_8 Map	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728090
08.02	OLB Opouteke 1_8 Property Report	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728089
08.03	OLB - Opouteke 1_8 Information	Document	docx	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728091
#8222.2	OLB - Opouteke 5_18 & 5_19	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803261
09.01	OLB Opouteke 5_18 & 5_19 Information	Document	docx	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728094
09.02	OLB Opouteke 5_18 & 5_19 Map	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728093

09.03	OLB Opouteke 5_18 & 5_19 Property Report				
8222.3	OLB - Waimatenui 51_14	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728092
10.01	OLB - Waimatenui 51_14 Information	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803262
10.02	OLB - Waimatenui 51_14 Map	Document	docx	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728097
10.03	OLB - Waimatenui 51_14 Property Report	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728095
8222.4	OLB - Waimatenui 51_15	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728096
11.01	OLB - Opouteke 51_15 Information	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803263
11.02	OLB - Waimatenui 51_15 Map	Document	docx	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728098
11.03	OLB - Waimatenui 51_15 Property Map	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728099
8222.5	OLB - Waioitama 41_5	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728100
12.01	OLB - Opouteke 41_5 Information	Folder			https://dataroom.ansarada.com/byhaqojumxha/folder/17803264
12.02	OLB Waioitama 41_5 Map	Document	docx	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728102
12.03	OLB Waioitama 41_5 Property Report	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728101
8222.6	ILB - Opouteke 1_9	Document	pdf	19-May-2025 20:23	https://dataroom.ansarada.com/byhaqojumxha/document/82728103
#8222.06.01	ILB - Opouteke 1_9	Document	pdf	23-May-2025 15:49	https://dataroom.ansarada.com/byhaqojumxha/document/82896343
#8222.06.02	Property Report of Neighbouring Forest Owner	Document	pdf	23-May-2025 15:49	https://dataroom.ansarada.com/byhaqojumxha/document/82896349
#8222.06.03	OLB - Opouteke 1_9 Information	Document	docx	23-May-2025 15:49	https://dataroom.ansarada.com/byhaqojumxha/document/82896346
Greenheart NZ Dataroom Index - Q&A Files					
Q&A ID		Attachment Name			
Question #3954	Tribble house location.pdf				
Question #3954	Tribble house location detail.pdf				
Question #7869	Stakeholders 2023 - Cylone effected.xlsx				
Question #7909	Greenheart Papakorakora Forest NZ Ltd ETR account balance.pdf				
Question #4556	MFV Stockbook (as at 10 Apr 2025).xlsx				
Question #8136	Manukau Health (Apiary) MFV Agreement.pdf				
Question #8136	Forest Access Licence Archery Club 2025 Agreement.pdf				
Question #8136	Opouteke - Northland Regional Council informal access map.pdf				
Question #8136	Opouteke - Kepler Road Informal access map.pdf				
Question #8136	Opouteke - Damien Clifford-Walsh access map.pdf				
Question #8136	Opouteke - Waitakere Road access agreement map.pdf				
Question #8136	Opouteke - Waitakere Road signed agreement.pdf				
Question #8136	Punakitere - access over neighbouring farm map.pdf				
Question #8136	Tiller water easement certificate.pdf				
Question #8136	Tangowahine Archery Club access map.pdf				
Question #8136	Waimatenui - Jay Walton access map.pdf				
Question #8136	Waihue - Mark Nichol Informal Water supply map.pdf				
Question #8136	Littles Forest ROW access map.pdf				
Question #8136	Formal and Informal 3rd party agreements.pdf				
Question #6340	Optk- DoC Tutamoe track.pdf				
Question #1929	NZ Gov mineral-ownership-lms-reports.pdf				
Question #8978	Title report - NA70A-271 - 63 Kaihu Wood Rd, Kaihu - 26.02.2025.pdf				
Question #8978	MFMLL land restrictions PDF				
Question #8978	MFMLL Land Transfer.pdf				
Question #8978	Title report - NA70A-271 - 63 Kaihu Wood Rd, Kaihu - 26.02.2025.pdf				
Question #8978	MGN report for partition in 2010.pdf				
Question #8978	20100512_MFL v MFL Agreement for land transfer NA70A271 (Maori land).pdf				
Question #1641	Picture for #1641.jpg				
Question #1702	Picture for #1702.jpg				
Question #8589	Picture for #8589.JPG				
Question #6789	Optk- DoC Tutamoe track.pdf				
Question #6591	Powerlines_WAIM Waimatenui Forest (Three Bridges).pdf				
Question #1644	Picture for #1644.jpg				
Question #8592	Opouteke - Cpt 3 Informal Access Map.pdf				
Question #5903	Picture for #5903.JPG				

Greenheart NZ Dataroom - Q&A Index		Question			Answer		Answer Attachments
Question ID	Subject	Please advise if you are aware of an activities undertaken on the Properties that do not comply with any law or regulation.			Answer Date	We are not aware of any activities undertaken on the Properties that are not in compliance with any applicable laws or regulations.	
7940	Compliance and Disputes	Please provide details of any proceedings or regulatory actions/investigations current, pending, or that occurred over the last five years that affect the Properties (individually or collectively), including any prosecution or enforcement action under the RMA, HSNQ, Health and Safety at Work Act 2015 or its regulations, or any other environmental legislation in respect of the land use and/or operations at the Properties.			13 May 2025	There have been no proceedings, regulatory actions, or investigations in the past five years that affect the Properties, including under the RMA, HSNQ, Health and Safety at Work Act 2015, or any other environmental legislation.	-
7847	Compliance and Disputes	Please advise of any disputes relating to third parties, including any legal proceedings that have occurred over the previous five years, in relation to the Properties.			13 May 2025	There have been no disputes including any legal proceedings over the last 5 years in relation to the properties.	-
7936	Compliance and Disputes	Please provide copies of all material supplier contracts related to silviculture, harvesting, transport, and tree stock supply with an annual value of NZD\$50,000 or greater.			15 May 2025		-
4156	Contracts	Please provide details of any agreements or arrangements for the sale of forest products from the Properties.			-		-
7974	Contracts	Please provide details of any shared arrangements or contracts that apply to both the Properties and the cutting rights referred to in the Vendor IM held by the Vendor or its affiliates.			-		-
4161	Contracts	You have rejected our request to provide copies of all material supplier contracts related to silviculture, harvesting, transport, and tree stock supply with an annual value of NZD\$50,000 or greater.			19 May 2025	The Manager is helping the Vendor the manage all properties and the cutting rights operation. Following initial discussions with the Ingka team, it has been agreed that contracts related to silviculture, harvesting, transport, and tree stock supply will not be transferred to Ingka upon settlement. These contracts are held and managed directly by the Manager and are not linked to the ownership or title of the Properties.	-
8369	Contracts	Since these material contracts are needed to determine what agreements should be transferred to Ingka on settlement of the properties, please provide copies.			23 May 2025	A detailed discussion regarding the forest management services agreement with the Manager is scheduled with Ingka Group on 27 May.	-
8589	Contracts	We understand there is a licence in place for light vehicles to access Waitakere Road (Opouteke Forest). Please confirm this licence is only for convenience and that there are alternate routes to access the southern half of Opouteke Forest for both harvesting and management operations. Please provide details of how frequently this access is used.			17 Jun 2025	Waitakere road is not required for access to the southern part of Opouteke Forest. It is required to access part of compartment 27, stands 3, 5 and 30 and compartment 18 stand 2 (18/2). The agreement covers all vehicles, not just light vehicles. There are 3 access points that provide access to the southern part of the forest No records are kept on frequency of use. Could vary from a few times a year currently to daily in the future when harvesting. Waitakere Road is not a private road, it does occur on a legal road corridor, but may not be exclusively within the road corridor.	Picture for #8589.JPG
4124	Emissions Trading Scheme	Please advise if any applications have been made to register additional parts of the Properties as Post-1989 Forest Land under the CCRA.			12 May 2025	Please refer to the attached file.	-
4121	Emissions Trading Scheme	Please confirm the number of registered hectares of Post-1989 Forest Land on the Properties.			12 May 2025	81.3ha for Ormond Valley and 943.7ha for Mangakahia Forest	-

8747	Emissions Trading Scheme	Please advise if there is any other relevant information concerning the Properties in relation to the ETS that may impact the Purchaser's valuation of the Properties.	12 May 2025	Mangakahia Forest was granted 392,067 NZUs under the Pre-1990 category, which have been fully sold. Mangakahia Forest has also been registered with 943.7 hectares under the Post-1989 ETS. Ormond Valley has been registered with 81.3 hectares under the Post-1989 ETS.
7930	Emissions Trading Scheme	In respect of the areas of Pre-1990 Forest Land under the Climate Change Response Act 2002 (CCRA) on the Properties please advise if a claim has been for the free allocation of NZUs.	12 May 2025	Mangakahia Forest had been granted a 392,067 NZU for the pre-1990 and the entire NZU were sold.
7927	Emissions Trading Scheme	If the Vendor has cleared any standing trees on any Pre-1990 Forest Land since 1 January 2008, please advise: a. if the land has been allowed to naturally regenerate or has been replanted; and b. if it has been maintained so that Deforestation will not occur after Settlement because of the Vendor's pre-settlement actions in respect of the Pre-1990 Forest Land.	12 May 2025	All Pre-1990 Forest Land has been maintained in accordance with ETS requirements. Any areas where standing trees were cleared since 1 January 2008 have either been replanted.
8741	Emissions Trading Scheme	Please confirm that the Vendor has complied with their obligations under the ETS, and there are no outstanding obligations or liabilities.	15 May 2025	Confirm we have complied with the obligations under the ETS and no outstanding obligations or liabilities.

7915	Emissions Trading Scheme	Please advise whether the Vendor or Manager has currently made any application under the Vendor's holding account relating to the Properties and provide details, including the type of application (eg applications to remove CAAs).	19 May 2025	Yes, please refer to the attached registration.	
7909	Emissions Trading Scheme	Please advise the current account and unit balance of the Vendor in respect of the Properties. Please confirm that all 12,937 NZUs held by Greenheart Papakorakora Forest NZ Limited (as disclosed in response to #7909) are related to Ormond Valley Forest (contained in title GSG58C/1169).	19 May 2025	Greenheart Papakorakora Forest New Zealand Ltd is the only property that has a balance. Greenheart Mangakahia Forest Ltd balance is still zero as there is residual carbon offset that put the last calculation into a negative balance. The account balance cannot be negative, hence it is currently zero, but is not showing in the ETR.	Greenheart Papakorakora Forest NZ Ltd ETR account balance.pdf
1241	Emissions Trading Scheme	In response to question #7909, you have provided information on the Vendors NZETS accounts. Please advise: a. the unit balances (as defined in the draft agreement for sale and purchase) for each entity. "Unit Balance" means the running balance of the NZUs issued and surrendered under the NZETS in respect of the Registered Post-1989 Forest Land, being the maximum number of NZUs required to meet the liability of the participant under the ETS in relation to the Registered Post-1989 Forest Land; and b. further details on the negative account balance for Greenheart Mangakahia.	17 Jun 2025	Confirmed.	
6786	Emissions Trading Scheme	In relation to the pre-1990 registered forest land please provide the SHP files submitted for the FAP application.	17 Jun 2025	a. 12,937 NZU units under Greenheart Papakorakora Forest NZ Limited, which is related to the Ormond Valley forest land. b. 0 NZU units under Greenheart Mangakahia Forest Land Ltd.	
8934	Emissions Trading Scheme	Please indicate if you do not have access to these files.	26 Jun 2025	Do not have access to these files.	
7894	Emissions Trading Scheme	Please provide the following ETS / forest management files: a. SHP/GIS files of all harvesting operations at year end, with supporting aerial or satellite photography. b. SHP/GIS files of all replanting and stand records. c. Accurate records of first crop by species age and area. d. Working copies of all carbon analysis and calculations for VERs and MERs (include revealing code or formulae in spreadsheet format, not PDF versions). e. Previous FMA data in a suitable format and copies of Participant Specific Tables if relevant (including FMA field data/photos if possible). f. Original registration details entering the Property into the ETS. g. Copies of all correspondence with MPI and EPA concerning the Property. h. Any other information/correspondence relating to any ETS issues relevant to the Property. i. Any notices received under section 94 or 120 of the CCRA. j. Any other relevant mapping, including forest maps showing planting stands with ETS information.	31 Jul 2025	a. No harvesting operations in MFV so no shapefile / GIS files to show harvesting operations at year end. b. Shape file is in the document index MFV_ETTS_replanted shapefile which is an intersect of the ETS CAA and current planted areas MFV_ETTS_Replanted.xlsx is a spreadsheet result of an intersect in ArcPro of the ETS CAA areas and current planted areas. MFV ETS area Stockbook report.xlsx is a spreadsheet report of the stand records of the current planted area. c. Maps and stock book report plus notes about both sets of information detail the first rotation. d. e. The field datafile (PlotSafe file) has been exported out as series of spreadsheet files, the default option to get the data out of the field data file. The xml file that was provide to MPI for the creation of the participant specific table is also provided. The participant specific carbon tables are provided. Photos taken at the plot locations in the document index f. Original registration information contains the Application summary for Maropui and Tangowahine the documents used in the application. g. Emails and notes on correspondence h. no known documents for this section identified i. No notices under section 94 or 120 received j. maps of forest showing planted stands and ETS areas attached. shapefiles of ETS areas also included The Ormond Forest information is in a separate folder under k. Ormond Forest - Gisborne	

6783	Emissions Trading Scheme	<p>In response to question #7927, you have stated "All Pre-1990 Forest Land has been maintained in accordance with ETS requirements. Any areas where standing trees were cleared since 1 January 2008 have either been replanted."</p> <p>Please complete your answer (ie "have either been replanted [or ...]").</p> <p>In relation to the post-1989 registered forest land please provide the following:</p> <p>a. CAA Land Status report for all properties (standard Tupu Ake report);</p> <p>b. Detailed CAA Statement for all properties (standard Tupu Ake report);</p> <p>c. SHP files for all post-89 land from Tupu Ake; and</p> <p>d. Forest attribute SHP files from Tupu Ake.</p> <p>e. Any emissions returns calculation spreadsheets or PDFs.</p> <p>Please provide details of:</p> <p>a. the current FSC certification for the Properties; and</p> <p>b. compliance with FSC standards, including any past suspensions or revocations of the FSC certificates.</p>	28 Aug 2025	We clarify that "All trees cleared since 1 January 2008 have been replanted."
1568	Emissions Trading Scheme		27 Aug 2025	The answers to these questions are all answered in question 7894 and the documents in the document index for this question.
5665	General		09 May 2025	<p>a. FSC certificate is uploaded.</p> <p>b. No past suspensions or revocations of the FSC certificate have happened.</p>
5683	General	<p>The Vendor Information Memorandum document, "Greenheart NZ - Information Memorandum (20241220)" (Vendor IM) and the maps provided by the Vendor use different names for the Properties (The IM lists 13 Properties. We have been provided 11 maps by different names). Please advise the correct name for each Property and confirm that maps have been provided in the data room for all Properties.</p> <p>The following names are common to the maps supplied and the IM: Bayly's, Opouteke, Tangowahine, Waimatenui, Waikaitama. The following Properties do not have maps supplied or are not listed in the IM: Ahikiwi, Little, Kaihu, Kairara, Kiriokē, Maropiu, Monteith, Punakitere, Ormond Valley, Otara, Three Bridges, Tutamoe, Waihue, Zambesi.</p> <p>What resources or systems are used by service providers and other third parties to communicate within the Properties (eg private radio frequency).</p>	15 May 2025	The property names listed in the Information Memorandum (IM) are based on the naming conventions used in the valuation report prepared by our valuer, which may differ from the legal titles of the land. We recommend referring to the property title list provided in the dataroom as the final and accurate reference for all property names and their corresponding maps.
5674	General		26 May 2025	The Manager will using private radio frequency in communication within the Properties.
1224	General	<p>The ESC map provided for Bayly's forest does not appear to be the correct area. The total area identified in the ESC report is approx 679.6608 hectares; however, the title is only 442.1 hectares (NA67D/778). Please provide an updated map in the data room.</p> <p>In relation to the mountain bike park in Bayly's forest under the licence with Kaipara Cycling Club (KCC Licence), please advise what arrangements have been agreed with KCC, including details of the following:</p> <p>a. management of access for visitors, in particular, during forestry operations;</p> <p>b. who is responsible for monitoring and enforcing any arrangements;</p> <p>c. are there any designated exclusion zones or times when access is restricted;</p> <p>d. a map indicating the area of the KCC Licence (and showing any exclusion zones detailed above);</p> <p>e. how are risks, particularly concerning forestry operations and fire risk, communicated to Kaipara Cycling Club; and</p> <p>f. who the key contacts at Kaipara Cycling Club are.</p> <p>The map provided for Ormond Valley forest does not have a background/the satellite mapping layer has not been turned on. Please provide an updated forest map with this information included (form consistent with all other forest maps).</p> <p>Further to your response to Q#6795, please provide a copy of the draft MOU and any relevant correspondence with the Department of Conservation or other third parties.</p>	16 Jun 2025	<p>The Bayly's map has been redone and is in the folder.</p> <p>a. Access is during weekends. No access during forestry operations.</p> <p>b.No one is specifically tasked with monitoring the arrangements.</p> <p>c.See answer a.</p> <p>d.The forest is the licence area currently. See forest map.</p> <p>e.Forest operations don't happen during weekend so no issue. Fire risk is not considered an issue as it is mountain bikes being used in the forest.</p> <p>If required would send an email listed in the contact in the agreement.</p> <p>f.Key contact Sade Cogan (sasauecogan@gmail.com) contact in the agreement.</p> <p>Also happens to be owner of Time To Cycle shop in Dargaville.</p>
8586	General		17 Jun 2025	
6759	General		17 Jun 2025	Have replaced the map in the dataroom and has the aerial image on it now.
7389	General		30 Jun 2025	Not available.

		<p>We understand that Northland Forest Manager 1996 Limited has three subsidiaries, being: Apex Forest Management Ltd; Forest Management Services Ltd; Pouto Forest Managers Ltd. Please confirm:</p> <p>a. What is the role of the three subsidiaries in relation to the properties;</p> <p>b. What role do the subsidiaries have, if any, in the management of the forests; and</p> <p>c. Are any of the subsidiaries entered into contracts or agreements (such as access agreements) that are needed for operational activities on the property;</p> <p>d. Are there any other sub-contractors that are materially important to the management of the forests."</p>	a) & b)	<p>Northland Forest Manager (1995) Limited (NFM) is investment holding and provision of forest management services to third party's customers.</p> <p>Forest Management Services Limited (FMS) is provision of forest management services to Greenheart Group.</p> <p>Apex Forest Management Limited (AFM) is currently dormant.</p> <p>Pouto Forest Managers Limited (PFM) is currently dormant.</p>	
3882	General		25 Jun 2025	c) No. d) No.	
4047	Health and Safety	<p>Please advise if there have been any incidents or matters relating to the Properties that have or should have been reported to WorkSafe New Zealand in the last three years and provide a copy of the accident book/register in relation to the Properties.</p> <p>Please provide details of any notices, directions or complaints relating to health and safety matters (including the safety or operation of any plant or equipment) served or made by any regulatory authority or third party in relation to activities on the Property. Please include details of any communications relating to such matters and any regulatory authorities in the last three years.</p>	13 May 2025	<p>There have been no incidents or matters relating to the Properties that have been, or should have been, reported to WorkSafe New Zealand in the last three years.</p>	
7850	Health and Safety		13 May 2025	<p>There have been no notices, directions, complaints, or communications from any regulatory authority or third party relating to health and safety matters, including the operation of any plant or equipment, in connection with the Properties in the last three years.</p>	
7865	Health and Safety	<p>Please advise details of any procedures employed on the Properties to ensure and monitor compliance with health and safety laws, regulations and standards and include details of relevant policies, manuals, procedures, plans and training programmes.</p>	19 May 2025	<p>The Manager is an FSC-certified forest management services company and applies its health and safety policies and procedures across all Properties under its management.</p> <p>The Manager requires all contractors operating on the Properties to comply with applicable health and safety laws and standards. The Manager sets clear health and safety expectations as part of its contractor engagement terms and monitors compliance through regular operational oversight.</p>	
4044	Health and Safety	<p>Please advise details of any internal or external health and safety audits, reports, or assessments obtained or carried out in the last three years in relation to activities on the Properties.</p>	23 May 2025	<p>H&amp;S audit reports are on a property by property basis.</p> <p>They are on a contractor and that contractor may work across more than 1 property.</p> <p>The work in the last 3 years has been silviculture work (planting, thinning) the number of contractors that have audits will be a bit limited, but there will be some external and internal audits.</p> <p>Since these audit reports are related to the operations of the Manager and not to the land title itself, we believe they are not directly relevant to the acquisition of the Properties.</p>	
2418	Health and Safety		19 Jun 2025		
7971	Northland Forest Managers	<p>Please provide a copy of the current forest services agreement between the Vendor and Manager.</p> <p>Please provide details of any contracts, agreements, or arrangements (informal or formal) that the Manager has entered in respect of the Properties whether as agent for the Vendor, or as principal.</p>	15 May 2025	<p>We anticipate the current contract is no longer applicable and required to negotiate a new contract with Ingka Group. Further discussion will be scheduled with Ingka team on 27 May.</p> <p>The Manager is currently assisting with the maintenance of the forest on behalf of the Vendor. A new forest service agreement is planned and will be negotiated with the Ingka team, with a discussion scheduled on 27 May.</p>	
7959	Northland Forest Managers		15 May 2025		
7965	Northland Forest Managers	<p>How does the Manager operate in relation to its role as Manager of the Properties on behalf of the Vendor (ie does it enter into contracts as disclosed agent of the Vendor, or does it enter into contracts as the principal and pass on the benefit or cost to the Vendor)?</p>	23 May 2025	<p>The Manager acts as an agent on behalf of the Vendor in managing the forest. It engages contractors to carry out harvesting, transport, silviculture, and marketing activities on behalf of the Vendor. While the Manager coordinates these services, the benefit and cost of such activities are attributed to the Vendor.</p>	
4214	Other Material Issues	<p>Please provide details of any other material issues relevant to the Purchaser's assessment of the value of the Properties that should be brought to the attention of the Purchaser?</p>	13 May 2025	<p>There are no other material issues that should be brought to the Purchaser's attention in relation to the assessment of the value of the Properties.</p>	

2200	Overseas Investment Act	<p>Please provide details of any significant areas of indigenous vegetation or significant habitats of indigenous fauna on the Properties and provide details of:</p> <p>a. the type of vegetation / fauna;</p> <p>b. the extent of vegetation / fauna (ie an estimate of the area);</p> <p>c. if relevant, how any such areas of vegetation / fauna are currently protected (eg weed control, fencing, fire breaks, covenants) or could be enhanced; and</p> <p>d. if relevant, whether there are any conservation plans applying to the Properties.</p>	<p>a. The type of vegetation / fauna</p> <p>The files</p> <p>MFV Waimatenui Forest HCV Yangtze1.11.24</p> <p>MFV Littles HCV 28.11.24</p> <p>MFV Opouteke forest HCV 1.11.24</p> <p>MFV Punakitere forest HCV 1.11.24</p> <p>MFV Waimatenui Forest Missouri 1.11.23</p> <p>Contain a table with some description of the vegetation types in the high conservation areas.</p> <p>b. The area is on page 7 of the MFV HCV Management v3 May 25 document. A total of 950 ha.</p> <p>This table shows the breakdown of area by forest.</p> <p>c. The individual forest plans (files noted in a.) have management notes in the table to give weed and animal control.</p> <p>d. No specific conservation plans such as QEII apply to any of the forests.</p>	09 May 2025	<p>a. The type of vegetation / fauna</p> <p>The files</p> <p>MFV Waimatenui Forest HCV Yangtze1.11.24</p> <p>MFV Littles HCV 28.11.24</p> <p>MFV Opouteke forest HCV 1.11.24</p> <p>MFV Punakitere forest HCV 1.11.24</p> <p>MFV Waimatenui Forest Missouri 1.11.23</p> <p>Contain a table with some description of the vegetation types in the high conservation areas.</p> <p>b. The area is on page 7 of the MFV HCV Management v3 May 25 document. A total of 950 ha.</p> <p>This table shows the breakdown of area by forest.</p> <p>c. The individual forest plans (files noted in a.) have management notes in the table to give weed and animal control.</p> <p>d. No specific conservation plans such as QEII apply to any of the forests.</p>
5550	Overseas Investment Act	Do any members of the public currently have any access over the Properties (eg are there any DOC walking tracks or similar) and what is the nature and extent of such access and any related cost for upkeep?	*Bayly MTB Park – no cost to MFV Kauri Coast Mountain Bike maintain tracks	09 May 2025	*DOC Mt Tutamoe – no cost to MFV walkers only on forest road, standard maintenance for a forest road for operation vehicles. DoC maintains tracks on DoC land portion.
4134	Overseas Investment Act	Please provide copies of all consents granted to the Vendor under the Overseas Investment Act 2005 in relation to the Properties.	Please refer to document folder #4134 OIO Consents	22 May 2025	
5461	Overseas Investment Act	Please provide copies of the Sensitive Land Certificates submitted as appendices to the previous OIO applications.	We are not aware of any standalone "Sensitive Land Certificates" submitted as part of previous OIO applications. If such documents were included as appendices, they may have been prepared by advisors at the time of the application. We are currently reviewing historical OIO filings to confirm whether any such certificates exist and will provide an update if located.	23 May 2025	
5547	Overseas Investment Act	<p>Please provide details of any areas of the Properties inhabited by trout, salmon, wildlife, or game and provide details of:</p> <p>a. the type of fish, bird or animal;</p> <p>b. the extent and type of habitat for such fish, bird or animal (ie an estimate of the area);</p> <p>c. if relevant, how any such habitat areas are protected or could be enhanced;</p> <p>d. if relevant, whether there are any conservation plans relating to such trout, salmon, wildlife or game; and</p> <p>e. if relevant, whether there is any walking access to those habitats by the public.</p>	<p>Information on game animals, habitat, conservation plans etc.</p> <p>a. The Properties don't contain trout or salmon.</p> <p>The game animals would be wild pigs if these are considered game. They are not hunted for a game purpose in a European sense, but they are hunted in a recreational manner for control and social benefit for the community.</p> <p>Some properties do have pheasant, ducks and other waterfowl, these are hunted under a recreational permit system administered by the national organization Fish and Game.</p> <p>b. The area of habitat for wild pigs is the total property area as they roam across the landscape. The area of the Fish and Game reserve that has the waterfowl hunting is about 27 ha.</p> <p>Pheasants are a very mobile animal and will find anywhere in a forest or margin of forest and farmland, so it is not possible to give a definitive area.</p> <p>c. The only habitat that is enhanced is the Fish and Game reserve in Waiotama Forest. This is the 27 ha reserve.</p> <p>d. There are no conservation plans for trout, salmon, wildlife or game.</p> <p>e. There is walking access to the Fish and Game reserve.</p> <p>The Northland Pig Hunting Club has walking access in a number of forests, see the agreement in the question on recreational use of the properties.</p>	27 May 2025	



6340	Overseas Investment Act	Please provide details of any areas of significance or public interest (such as lakes, historical areas, coastal areas, other publicly-owned properties) that the public could only access through the Properties and include details of: a. whether the public access the areas of significance or public interest from another public access point (ie not via the Properties)? b. what mechanisms are in place for providing, protecting or improving walking access on the Properties (if any)?	27 May 2025	The only area of public interest is a walkway in Opouteke Forest. This goes up to the high point on the hill range into native forest above the pine forest. a. There is no other way to access the area of public interest. b. There is a MoU that governs the use of the track. The existing document has expired and NFM is working with DoC to get a new document signed. The track requires period maintenance to control growth of roadside vegetation in the pine forest area.	Optik- DoC Tutamoe track.pdf
4140	Overseas Investment Act	Please provide copies of the compliance reports for the most recent filing year in respect of each consent. We note the overseas investment consent for Mangakahia references reporting on timber products supplied to CTFE's property development business. A. Please advise if there is an ongoing log supply arrangement with this entity. B. Please advise if there are any ongoing log supply arrangements with any entity.	04 Jun 2025	Compliance reports for Ormond Valley and Opouteke Forest cpt 40 in the documents index.	-
919	Overseas Investment Act		20 Jun 2025	There are no ongoing log supply arrangements with any entity, including CTFE or its related property development business.	-
8804	Overseas Investment Act	Further to Q#4134, please provide the Chapman Tripp Letter referenced in the Mangakahia overseas investment consent.	31 Jul 2025	The Chapman Tripp letter has been added to the folder #4134	-
2377	Overseas Investment Act	Further to our previous query, we note that the sensitive land certificates will be included with the OIO applications previously submitted. If these are able to be retrieved, please let us know.	30 Jul 2025	No.	-
2942	Overseas Investment Act	Please provide further detail of Greenheart's consultation with the Outdoor Access Commission as required under the Mangakahia overseas investment consent. Please also advise: a. if the Outdoor Access Commission made their recommendation under the consent, and what they recommend; b. if there has been or is any ongoing discussion with the Outdoor Access Commission to improve access or register instruments for access. c. if the total expenditure in implementing any recommendation has reached the \$5000 threshold. Further to the overseas investment consent for Mangakahia Forest, please confirm: a. why the consent holder is Newforest Limited; b. if Newforest Limited is a subsidiary of Greenheart; c. how Newforest Limited fits into the current ownership structure of the assets; and d. why consent was required for the transfer of assets. In respect of any Iwi or local consultation or engagement that has occurred in respect of the Properties please provide details, including the extent of any engagement, whether it is ongoing, and which Properties it relates too.	07 Jul 2025	a) No. b) There is communication with Outdoor Access Commission to do to with FSC audit about current access. No discussion to improve access or register instruments for access. c) No known records about expenditure	-
5781	Overseas Investment Act		26 Jun 2025	Newforest Limited is the immediate holding company of Greenheart Group Limited (Listco). It is the requirement of the Overseas Investment Act 2005 and Overseas Investment Regulations 2005 of New Zealand for Newforest Limited to get approval from OIO. There is currently no on-going engagement. Previous engagement was associated with harvesting and its related planning and this finished 27 Aug 2025 a number of years ago.	-
5553	Overseas Investment Act	Thank you for providing copies of the records of title, the following titles were not provided: NA86D/318 and NA86D/319. Can you please upload these to the data room. Please also provide copies of all instruments registered on any titles.	07 May 2025	Uploaded.	-
3948	Properties / Titles	Please provide details of any arrangements granted to third parties to carry out activities on the Properties (eg beekeeping, hunting, grazing, mining) including: a. a description of the activity; b. details of the location (shown on maps) and the area approximate area covered (in hectares); c. revenue generated by the activity, and d. any relevant documentation.	09 May 2025	1. Aplyny - Manuka Health (agreement is uploaded) 2. No grazing 3. No mining - Hunting Recreational – Fish & Game, Pig Hunting Group, Stephen Johnson - Mountain Bike Park – Baylys https://ridecargaville.nz/ (website for bike park) - Tangowahine Archery	-
8213	Properties / Titles		09 May 2025	DoC Mt Tutamoe MOU	-
8201	Properties / Titles	Please provide details of any other arrangements or processes in respect of the Properties for access by third parties for recreational purposes.			-

8142	Properties / Titles	Please provide maps of each of the Properties showing legal boundaries and all roading, tracks, and access routes to public roads.	12 May 2025	Maps provided in Doc index 05.02 cover this question and #8210 (location of powerlines) and #7875 location of archaeological sites. More details on archaeological sites will be uploaded	Tribble house location.pdf
3954	Properties / Titles	Please advise whether there are any known significant problems or restrictions relating to any of the Properties, or any buildings or other assets located on the Properties.	13 May 2025	There are no known significant problems or restrictions relating to any of the Properties. However, we note that there is an old house located on one of the Properties, which is expected to be demolished once the occupying family vacates.	Tribble house location detail.pdf
8210	Properties / Titles	Please advise if there are any power lines running through the Properties and include details of the following: a. the location (show on maps); b. if any notices under the Electricity (Hazards from Trees) Regulations 2003 have been issued, and provide copies and advise on compliance with the notice requirements; c. if the powerlines have been decommissioned or are proposed to be decommissioned; and d. if any set back requirements have been complied with or not.	15 May 2025	a. Maps in Document index 5.02 Forest Maps b. No notices have been issued c. No powerlines decommissioned or proposed to be decommissioned d. Currently meet set backs in general this needs to be maintained over time as trees grow.  All properties have legal access but is it not formed in all cases. In some cases, access to the property or part of it is over another landowners land. This access is not a formal agreement. See the information in #8136 including maps in that question Opouteke Forest - Cpt 3 Opouteke Forest - Kepler Rd Punakitere Forest  Informal agreements are noted in question 8136 (details of informal and formal arrangements or access with third parties). Add in the Baylys Wind Farm agreement in this answer	
8225	Properties / Titles	Please advise if any area(s) of the Properties do not have physical or legal access and provide details, including the location (shown on maps) and an explanation of why it is inaccessible.	19 May 2025	There are trees planted on unformed legal roads. Maps have been created showing just the strip of the legal road and the area of trees by forest or section of forest.	
8207	Properties / Titles	Please provide details of any other unregistered interests (including any easements, forestry rights, occupation or use affecting any of the Properties) affecting or benefitting the Properties.	19 May 2025	A spreadsheet has the details of the areas by forest and stand. Total area of trees is 49.2 ha	
8219	Properties / Titles	Please provide details of any trees planted or other structures located on any unformed legal road within the boundary of the Properties and provide details of any related arrangements with any council.	19 May 2025		

8136	Properties / Titles	<p>Please advise details of any arrangements with third parties (formal or informal) for access to or over the Properties and include details of:</p> <p>a. who the access is in favour of (ie whether it is in favour of other land over the Properties, or it is required for access to the Properties over other land);</p> <p>b. details of the nature of the access and the approximate location (shown on maps);</p> <p>c. any agreed terms (formal or informal) between the parties; and</p> <p>d. what processes are in place for managing third party access to the Properties.</p> <p>Please provide details of any buildings, or structures (including dams, or bridges) on the Properties to be included in the sale, including:</p> <p>a. the physical condition;</p> <p>b. confirmation of legal compliance; and</p> <p>c. details of the location (with plans and maps).</p>	<p>The attached documents list the formal and informal agreements across the properties. These agreements cover beekeeping access, water supply and rights, access rights and informal agreements, recreational clubs access and neighbouring landowners whose access is over property roads.</p> <p>There is a total of 16 items listed in the spreadsheet and the documents provide further information.</p> <p>19 May 2025</p>	<p>Manukau Health (Aplary) MFV Agreement.pdf</p> <p>Forest Access Licence Archery Club 2025 Agreement.pdf</p> <p>Opouteke - Northland Regional Council informal access map.pdf</p> <p>Opouteke - Kepler Road informal access map.pdf</p> <p>Opouteke - Damien Clifford-Walsh access map.pdf</p> <p>Opouteke - Waitakere Road access agreement map.pdf</p> <p>Opouteke - Waitakere Road signed agreement.pdf</p> <p>Punakitere - access over neighbouring farm map.pdf</p> <p>Tiller water easement certificate.pdf</p> <p>Tangowahine Archery Club access map.pdf</p> <p>Waimatenui - Jay Walton access map.pdf</p> <p>Waihue - Mark Nichol Informal Water supply map.pdf</p> <p>Littles Forest ROW access map.pdf</p> <p>Formal and Informal 3rd party agreements.pdf</p>
8216	Properties / Titles		<p>23 May 2025</p>	

8222	Properties / Titles	<p>Please provide details of any trees owned by the Vendor planted on third party land or third party trees planted on the Properties including details of:</p> <ol style="list-style-type: none"> <li>any give and take arrangements (formal or informal) over or in favour of the Properties;</li> <li>details of the location (shown on maps); and</li> <li>details and the nature of any arrangement(s).</li> </ol>	23 May 2025	<p>There are small areas of trees on various properties that are planted on third party land. There are no formal arrangements with these trees.</p> <p>See the location below for the folders that contain the maps and related documents for this question</p>	
8198	Properties / Titles	<p>Please provide details of any arrangements with neighbours for the construction of boundary fences.</p> <p>We have identified the following maps are missing from the data room:</p> <ol style="list-style-type: none"> <li>Forest Maps - Ormond Valley.</li> <li>NES-PF Erosions Susceptibility Classification Report - Monteith, Ormond Valley, Waihue, Zambesi.</li> <li>NES-PF Fish Spawning Habitats Report - Bayly's, Monteith, Ormond Valley, Tangowahine, Waihue, Zambesi.</li> </ol> <p>Please provide these maps in the data room. Where no map exists or is applicable, such as for NES-PF Fish Spawning Habitats Reports on a particular property, please advise the properties (by name) for which this is applicable.</p>	27 May 2025	<p>There are no known arrangements with neighbours regarding boundary fences.</p> <p>When fences require maintenance or replacement the approach is to share the cost equally with the neighbour as per the Fencing Act.</p> <p>Sometimes the neighbour requests that materials are supplied and they supply the labour to carry out the work.</p> <p>A number of boundary fences were substantially repaired or replaced after harvest as the existing fence had often come to the end of its serviceable life.</p> <p>This gave the fence the best chance of being stock proof for a reasonable future period.</p>	
5802	Property / Titles	<p>Records of title NA67B/231, NA67B/232, NA67B/241, NA67B/243, NA67B/245, NA67B/246 (Opouteke), have fee simple minerals only titles (NA67B/269, NA67B/268, NA67B/266, NA67B/264, NA67B/255) owned by Carter Holt Harvey Limited associated with them.</p> <p>Please provide any relevant information in relation to the rights under these minerals only titles, including advising if there are or has been any access to, or prospecting or mining activities on this property.</p>	23 May 2025	<p>05.02.17 General_ORMD Ormond Forest map has been added.</p> <p>ESC Maps have been added (naming following the original maps done by previous person)</p> <p>05.01.04 Monteiths NES CF Map</p> <p>05.01.05 Waihue NES CF Map</p> <p>05.01.10 WAIM - Zambesi NES CF Map (includes fish spawning map)</p> <p>05.01.12 Ormond NES CF Map</p> <p>No fish spawning maps for</p> <p>Baylys, Monteiths, Ormond Valley, Tangowahine or Waihue, no data available.</p> <p>Most of these forests have no water courses.</p>	
1929	Property / Titles		27 May 2025	<p>There are no known cases of access to, prospecting or mining of any minerals related to the Carter Holt Harvey Limited mineral titles on any of the listed titles.</p>	NZ Gov mineral-ownership- lms-reports.pdf

8978	Property / Titles	<p>Record of title NA70A/271 (Maropiu) has the status of Maori Freehold Land (noting status order C393561.1 on that title).</p> <p>Can you please provide a copy of the Maori Land Court notice/decision authorising the transfer to the vendor.</p>	26 May 2025	Please refer to attached documents.	<p>1.Weight limitations – there can be limitations on overweight loads. These will only be determined when a permit is applied for to get an overweight load over a bridge. The limit of overweight loads can change as a bridge ages and council put restrictions on it. There were some bridges that heavy logging equipment had to avoid during harvest when being transported and in other cases machines partly dismantled to reduce the weight.</p> <p>2.Some bridges are limited to 44 tonnes which prevents log trucks going to a gross weight of 50 tonnes.</p> <p>3.Width restrictions – yes bridge can only take a load over it that the width of the bridge allows. Most bridges are 3.5m wide but there is one on the road to Littles Forest that is only 2.7m wide.</p> <p>4.Height restrictions – don't have any specific details on height restrictions. Powerlines are typically the issue that cause height restrictions.</p> <p>5.Speed restrictions – no specific details.</p>	<p>Title report - NA70A-271 - 63 Kaihu Wood Rd, Kaihu - 26.02.2025.pdf MFMLL Land restrictions.PDF MFMLL Land Transfer.pdf Title report - NA70A-271 - 63 Kaihu Wood Rd, Kaihu - 26.02.2025.pdf MGN report for partition in 2010.pdf 20100512_MFL v MFL Agreement for land transfer NA70A271 (Maori land).pdf</p>
1635	Property / Titles	<p>Further to our previous query in relation to the fords, bridges, and roads used to access the forests. Do any of these have restrictions imposed by the council that limit access to any of the forests in any way, such as weigh limitations, width or height restrictions, speed restrictions, or any other restrictions. If so, please provide details and relevant documents.</p> <p>We note part of an internal access road on Waioatama Forest runs through a neighbouring title (NA202/44), please advise if any formal or informal access arrangements exist and provide any relevant documentation.</p> <p>There is overplant and a forest track over neighbouring land in the south-eastern corner of Waioatama Forest.</p>	17 Jun 2025	No formal or informal access arrangement exists.	Picture for #1641.jpg	
1641	Property / Titles	<p>A. Please advise if there are any arrangements (formal or informal) with the neighbouring land owner for access to this area and ownership of the trees.</p> <p>B. Please advise if there is alternate access to the lower south-eastern corner of the property (for management and harvesting purposes) other than via the route over neighbouring land (detailed above).</p>	17 Jun 2025	a.No formal or informal agreements are known to be with the landowner to access. b.No alternative access.		
1702	Property / Titles	<p>Access to the east side of Montiech Forest is over a neighbouring property via a private road ("Dickens Road"). Please advise if there are any arrangements in place (formal or informal) for access and provide any relevant documentation.</p> <p>There are a significant number of crossings over rivers and streams that appear to be on Crown land or land otherwise not owned by the Vendor. Please advise what formal or informal arrangements are in place to allow for these crossings and provide copies of any relevant documents.</p>	17 Jun 2025	Think the road being referred to as "Dackers Road" not Dickens. A formal agreement was put in place for harvest, but it is not a formal agreement in place now that the trees are growing. It is an informal undocumented agreement for access. Manulife NZ is the forest management company and we share informal access in other locations. In Opouteke Forest informal undocumented agreement exists to allow Manulife NZ to access their part of the forest using Greenheart private roads because Cyclone Gabrielle took out approximately 40m of road that Manulife would normally use to gain access to part of their forest. Both companies assist each other while the trees are young and growing to get access whether it is due to cyclone damage or the only access option (as in Dackers Road).	Picture for #1702.jpg	
1674	Property / Titles		17 Jun 2025	No formal or informal arrangement in place.		
7036	Property / Titles		17 Jun 2025	No formal or informal arrangement in place.		

6795	Property / Titles	<p>The DOC MOU provided for Mt Tutamoe Track (Doc #8201.01) on Opouteke Forest has expired, please advise if this MOU was renewed before expiry? If so, please provide a copy of any relevant documents, as well as information about the five-yearly reviews to be completed under the MOU.</p> <p>In relation to formal and informal third-party access arrangement identified disclosed in response to question #8136, please provide the following documents:</p> <p>a. A map indicating the approximate location of Winddust beehives;</p> <p>b. The schedules and plan that should be attached to the pig hunting licence (Doc #8201.05 and #8201.06);</p> <p>c. The schedules and plan that should be attached the fish and game licence (Doc #8201.03); and</p> <p>d. A map indicating the location of Mt Tutamoe Track (on Opouteke) (Doc #8201.01).</p> <p>A few titles for the properties are subject to section 278 memorials under the State Owned Enterprises Act 1986 (Opouteke, (two titles) and Zambesi (one title). Please advise if you are aware of any claims in relation to these properties.</p>	<p>The new MOU is still in draft form. It is not signed.</p> <p>The 5 yearly review is a review of the document as it gets close to expiry. It is happening now, a year after expiry.</p> <p>It is just to check the MOU and edit as required and this step is happening right now.</p> <p>The MOU states that it is a non-binding document.</p>	17 Jun 2025	Opik- DoC Tutamoe track.pdf
6789	Property / Titles		<p>a. Don't have a map showing the location of the Winddust hives</p> <p>b. #8201.06 NRPHG - MFV Forest Access Licence 2025-2026</p> <p>7 - Forest area refer to attached spreadsheet</p> <p>Schedule A - list of block open to Northland Pig Hunting attached</p> <p>Both of these are referring to document #8201.05 NRPHG - MFV Blocks Valid May 2025</p> <p>There is not other document / plan or schedule.</p> <p>c. Schedule point 1 - will have to see if the schedule exists, or create one.</p> <p>d. Map was created to answer this forgot to include it in #6340 (attached)</p>	17 Jun 2025	
6798	Property / Titles		<p>We are not aware any claims in relation to these properties since we acquired the properties.</p>	17 Jun 2025	
1230	Property / Titles	<p>In light of the information provided in response to Question #8978 advise if the vendor anticipates any further requirements to allow it to transfer the land in record of title NA70A/271 under the agreement for sale and purchase.</p>	<p>It is required further steps to get through the Māori Court for the land title to transfer and our local legal advisor is working in details and will provide us what is necessary. This issue has been brought up with Ingka team in discussion with a potential of a separate agreement since it may involve further steps and approval to allow us to transfer the land title to Ingka Group. Subject to further agreement with Ingka Group, terms set out in the SPA may have to change to indicate a separate agreement of the sales and purchase of Māori Land between two parties.</p>	17 Jun 2025	
8958	Property / Titles	<p>In relation to the Electricity Agreements registered on Opouteke, record of title NA57D/850 and NA56B/1199, please confirm that there are no outstanding obligations under the agreements.</p>	<p>We are not aware of the relevant Electricity Agreement, however, since our acquisition and operation on the land, we did not receive any notice nor aware any material obligations for these land title.</p> <p>It is appreciated that if you could share the relevant agreement to us and we can double check if we have any material obligations under the agreement.</p>	17 Jun 2025	
9803	Property / Titles	<p>Further to your response to Q#6786, The numbers provided appear to be the account balances for the participants on the properties being sold. Can you please provide full details of the relevant unit balances for the participants in relation to these properties.</p>	<p>Only the pre-1990 carbon units granted for the Greenheart Mangakahia have been sold. No carbon units from the post-1989 forest land, including Greenheart Mangakahia and Ormond Valley, have been sold.</p>	19 Jun 2025	
2386	Property / Titles	<p>We note that Waioatama and Punakitere Forest have direct access onto state highways. Please advise if these state highways are limited access roads and if so, please confirm if these are authorised crossing points providing direct access to the properties.</p>	<p>Punakitere Forest does not have access onto a State Highway. There is no State Highway near the forest.</p> <p>Punakitere Forest access is on to Far North District Council road, Mataraua Road (or Waimatenui Road)</p>	17 Jun 2025	
6591	Property / Titles	<p>In the forestry map for you Waimatenui you have identified that there is a powerline running across record of title NA74A/568, based on google imaging it does not appear that there are any setback in relation to this powerline. Can you please confirm if the relevant setback have been complied with, or that the powerline has been decommissioned.</p>	<p>Waioatama does not have road access directly from the forest property onto State Highway 12. The road access is via Carruth and Bob Taylor Roads, both Council roads.</p> <p>The information came from the power company.</p> <p>The information was wrong, the section of line highlighted in the screenshot does not exist. There was never a power line in the forest in this location.</p> <p>The new map 05.02.18 Powerlines_WAIM Waimatenui Forest (Three Bridges) shows the correct location of the powerline.</p>	17 Jun 2025	No setback required.

1644	Property / Titles	<p>Access to Waitotama Forest from Carruth Road goes over a neighbouring property. We note that there is no easement on the title to allow for access. Please advise if this access route is used, and if there are any formal or informal access arrangements in place to allow for access and provide any relevant documentation.</p> <p>In addition the areas of unformed legal road that you identified as containing planting, we have identified what appears to be further areas of planting on unformed legal roads on the following properties: Maropiu, Montheith, and Zambesi. Please advise</p> <p>a. if there is any commercial forestry planted on areas of unformed legal road on these properties; and</p> <p>b. if so, please confirm the approximate area of planting on unformed legal roads.</p> <p>Can you please provide the file named "Opouteke - Cpt 3 Informal access map.pdf" which was referenced in the summary of third part access arrangements provided in your response to question #8136.</p> <p>We note that Tangowahine Forest has direct access to State Highway 14 (which is a limited access road), via Ogle Road (a private road). Please confirm:</p> <p>a. if there is an authorised crossing point providing direct access to Ogle Road from State Highway 14.</p> <p>b. if there are any restrictions with using this access.</p> <p>c. if this access is practically used for access to the forest.</p> <p>We note on Tangowahine that there is a detached parcel of Land on the other side of State Highway 14 (see image) . Please confirm the current use of the this Land.</p>	<p>The issue is shown below. The road is the black line. The corrected forest legal boundary is the purple line. The legal boundaries straight off the cadastral database (uncorrected) are the orange lines. The cadastral database is not always correct (in fact most of the lines are not correct). It is common for them to be wrong by 10-20m, very occasionally 50m error.</p> <p>Worst case scenario. The road is on a bit of private land. Even though the Council has built the road years ago, the private landowner could block the road and refuse access over it (I think). Could demand payment to cross the short bit of private land. Could refuse all access. There is another way out of the forest, not as convenient but would be able to get in and out of the forest without being completely stuck for access.</p>	17 Jun 2025	Picture for #1644.jpg
8697	Property / Titles				Opouteke - Cpt 3 Informal Access Map.pdf
8592	Property / Titles			30 Jun 2025	Map attached below
2004	Property / Titles			26 Jun 2025	a. Crossing point is an existing access to the highway before the property was planted as a forest. No authorisation documentation is known to exist for this access point. b. No restrictions using this access. c. This access is practically used for access to the forest.
9862	Property / Titles			26 Jun 2025	As the image shows, there is no use of the land currently.
5903	Property / Titles				The legal boundary information from the cadastral database is not correct. In the image below title NA82C/998 is highlighted. However, it is not corrected.
1625	Property / Titles			26 Jun 2025	The purple line is the Greenheart title and has been corrected. The red arrow shows that the blue should move back to the purple line when corrected. The area of over boundary planting is not as big as initially expected.
382	Property / Titles			26 Jun 2025	No. The access is used. There is no formal agreement with the landowner.
					Picture for #5903.JPG

## SCHEDULE 7

### PROPERTY CONTRACTS

	CONTRACT
1.	Licence agreement between Hancock Forest Management (NZ) Limited (now Manulife Investment Management Forest Management Limited) and Northland Forest Managers Limited, dated 21 December 2010, for access over Waitakere Road (Opouteke)
2.	Licence agreement between Kaipara Cycling Club and Greenheart Mangakahia Forest Land Limited, dated 24 August 2021, for access to Lot 2 DP 118042 RT NA67D/778 (Bayleys)
3.	Memorandum of Understanding between Department of Conservation and Greenheart MFV Limited dated 12 April 20216, for access to Mt Tutamoe track (Opouteke)



**SCHEDULE 8**

**RECIPROCAL ACCESS LICENCE MAROPIU**

Refer attached

# Reciprocal Access Licence

Greenheart Mangakahia Forest Maori Land Limited  
Ingka Investments Management NZ Limited



**DLA Piper New Zealand** is part of DLA Piper, a global law firm operating through various separate and distinct legal entities.  
A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com).

This deed is made on 2025

# Parties

**Owner**  
Name Greenheart Mangakahia Forest Maori Land Limited  
Company Number 2486808

**Ingka**  
Name Ingka Investments Management NZ Limited  
Company Number 8148260

# Background

- A The Owner owns the Land and has entered an agreement to sell the Land to Ingka (**Sale Agreement**).
- B Ingka has entered an agreement dated on or about the date of this deed (**Principal Agreement**), to purchase Maropiu Forest (**Maropiu Forest**) which adjoins the Land, from Greenheart Mangakahia Forest Land Limited (**Principal Vendor**) which is the sole shareholder of the Owner.
- C The Principal Vendor currently has access from Kaihu Wood Road over the Land to the Maropiu Forest, and to the Land over the Maropiu Forest.
- D The parties have agreed to grant each other a reciprocal access licence for the Land and the Maropiu Forest on the terms set out in this deed.

# Agreed terms

## 1 Definitions and interpretation

### Definitions

- 1.1 In this deed:
  - Access Areas** means the Ingka Access Area (shown as Dunstan Road and marked in *red* on the map attached at Schedule 1), or the Greenheart Access Area (shown as Dunstan Road and marked *blue* on the map attached at Schedule 1), as the context requires.
  - Commencement Date** means *settlement date under the Principal Agreement*.
  - Land** means the land in title NA70A/271 owned by the Owner.
  - Maropiu Forest** means the land in titles NA1011/133, NA14B/1073, NA171/239 NA58D/593, NA65B/955, NA70A/271, NA857/42 to be purchased by Ingka under the Principal Agreement.

## Interpretation

1.2 In this deed, unless the context otherwise requires:

- (a) a reference to a **business day** is day (other than a Saturday or a Sunday) on which banks are open for business in Auckland;
- (b) headings are inserted for convenience only and do not affect the interpretation of this deed;
- (c) a reference to **in writing** or **written** includes any method of representing or reproducing words in a legible form;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment, consolidation, replacement or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to a party includes that party's successors and permitted assigns;
- (f) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) a reference to **include, including, for example, in particular**, or words of similar effect, is to be interpreted without limitation; and
- (h) any schedules form part of this deed.

## 2 Grant of access

### Grant to Ingka over Greenheart Access Area

2.1 The Owner grants Ingka and its employees, agents, invitees and contractors, a licence to go, pass and re-pass at all times, and on reasonable notice, by day and by night, with or without vehicles, machinery and equipment of any kind, over and on the Greenheart Access Area for the purposes of accessing the Maropiu Forest.

2.2 Ingka's rights in respect of the Greenheart Access Area are subject to the Owner's rights to:

- (a) restrict access at times of high fire danger or during times that the Owner is using the Greenheart Access Area, and in which the Owner considers there may be a health and safety risk; and
- (b) use the Greenheart Access Area for the Owner's forestry operations.

### Grant to Owner over Ingka Access Area

2.3 Ingka grants the Owner and its employees, agents, invitees and contractors, a licence to go, pass and re-pass at all times, and on reasonable notice, by day and by night, with or without vehicles, machinery and equipment of any kind, over and on the Ingka Access Area for the purposes of accessing the Land.

2.4 The Owner's rights in respect of the Ingka Access Area are subject to Ingka's rights to:

- (a) restrict access at times of high fire danger or during times that Ingka is using the Ingka Access Area, and in which Ingka considers there may be a health and safety risk; and

- (b) use the Ingka Access Area for Ingka's forestry operations.

### **3 Obligations of the parties**

#### **Licence Fee**

- 3.1 No licence fee is payable by the parties for the access granted under this deed.

#### **General obligations**

- 3.2 Each party must:
  - (a) comply with any guidelines or rules advised by the other party from time to time in respect of the Access Area on the other party's land;
  - (b) only use the Access Area for operational forestry purposes;
  - (c) give the other party prior notice of its intention to use the Access Area before use;
  - (d) not undertake any activity on the Access Area other than permitted in clause 2.1 or 2.3, without first getting written permission from the other party;
  - (e) not do or permit anything to be done which will create a fire hazard on the other party's land; and
  - (f) ensure its employees, agents, invitees and contractors using the Access Area, comply with its obligations under this deed.

#### **Health and Safety at Work Act 2015**

- 3.3 Each party must do all things reasonably necessary in relation to the use of the Access Area, to comply with the Health and Safety at Work Act 2015 (**HSW Act**) including:
  - (a) taking all practicable steps to ensure that any person in, on or near the Access Area, is not harmed by any hazard (as defined in section 16 of the HSW Act) or risk arising in, on or near the Maropiu Forest or Land as the case may be;
  - (b) participating in any of the other party's health and safety meetings and training as reasonably required by that party;
  - (c) complying with the other party's reasonable health and safety protocols and procedures that relate to the Access Area, as notified from time to time by the other party; and
  - (d) complying with any notice issued under the HSW Act.

#### **Maintenance**

- 3.4 Where the parties share the use of the Access Area, each of them is responsible for the repair and maintenance of the Access Area, and for associated costs (including costs of complying with any legal or regulatory requirements) proportionate to their respective use of the Access Area to keep the Access Area in good order and to prevent it from becoming a danger or nuisance.

### **Liability and indemnity**

- 3.5 Each party acknowledges and agrees that it will use the Access Area entirely at its own risk, and releases the other party to the maximum extent permitted by law from all liability which may arise because of its presence on or use of the Access Area.
- 3.6 Each party will be responsible for any damage caused by it to the Access Area or adjacent forest owned or controlled by the other party, including paying any costs incurred by the other party to remedy that damage.

## **4 Termination**

- 4.1 Subject to clause 4.2 the parties' rights under this deed will start on the Commencement Date and continue until the later of:
- (a) settlement of the sale to Ingka under the Sale Agreement; and
  - (b) the registration of an easement for right of way in favour of Maropiu Forest over the Land (as contemplated by clause 42.7 of the Sale Agreement, where the sale of the Land to Ingka is not Confirmed by the Māori Land Court).
- 4.2 Despite anything else in this deed, the rights under this deed will end no later than the date that is two years and 364 days from the Commencement Date.

## **5 Notices**

### **Giving Notices**

- 5.1 Any notice, consent, approval or other communication (each a **Notice**) given or made under or in connection with this deed is only validly given if it is in writing, and sent to the relevant party at the physical or email address and for the attention of the person specified below, or as varied by notice given in accordance with clause 5.3.

#### **Ingka**

Name: Kelvin Meredith  
Physical Address: Unit 4 144 Third Ave Tauranga  
Email: Kelvin.meredith@ingka.com  
Attention: Kelvin Meredith

#### **Owner**

Name: [Name]  
Physical Address: [Physical address]  
Email: [Email address]  
Attention: [Name]

- 5.2 A Notice is only validly given if it is delivered in one of the following ways:
- (a) by hand or by courier; or
  - (b) by email.

### **Change of contact details for Notices**

- 5.3 If a party gives the other party three business days' notice of a change of its physical or email address or of the person for whose attention Notices should be addressed, any Notice is only given by that other party if it is delivered, or emailed to the new physical, or email address.

### **Time Notice is given**

- 5.4 Any Notice which has been delivered in accordance with clause 5.2 is to be treated as given at the following time:
- (a) if it is delivered by hand or courier, when it is left at the relevant address; or
  - (b) if it is sent by email, on the date and time the email is sent (as shown in a confirmation of the email generated by the sender's computer system which indicates that the email was sent) provided that no automated message is received stating that the email has not been received.
- 5.5 However, if any Notice is given on a day that is not a business day, or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day in that place.

## **6 Miscellaneous**

### **Assignments and transfers**

- 6.1 A party must not assign, transfer, charge or otherwise deal with any of its rights or obligations under this deed without the prior consent of the other party (that consent not to be unreasonably withheld).

### **Costs**

- 6.2 Except as otherwise set out in this deed, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this deed and any document related to this deed.

### **Counterparts and electronic signatures**

- 6.3 The parties agree that this deed may be executed in any number of counterparts (including by email or other electronic means). The counterparts, taken together, constitute one and the same instrument. This deed will be effective on the exchange (by electronic means or otherwise) of executed counterparts by all parties.

### **Severability**

- 6.4 Each provision of this deed is individually severable. If the whole or any part of any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this deed in the relevant jurisdiction. The severance of any provision in whole or in part will not affect the legality, validity or enforceability of the rest of this deed or of the provision in any other jurisdiction.

Schedule 1 Plan of Access Area



# Signature page

Executed and delivered as a deed.

**Ingka Investments Management NZ Limited by:**

.....  
Signature of director

Andriy Oleksandrovych Hrytsyuk  
.....  
Name of director

.....  
Signature of director

Kelvin Hunter Meredith  
.....  
Name of director

**Greenheart Mangakahia Forest Maori Land Limited by:**

.....  
Signature of director

.....  
Name of director (print)

.....  
Signature of director

.....  
Name of director (print)

**SCHEDULE 9**

**OCCUPIER ACKNOWLEDGEMENT OPOUTEKE**

Refer attached

Occupation of 968 Opouteke Road

# Deed of Acknowledgement

[Occupier]

Ingka Investments Forest Assets NZ Limited



DLA Piper New Zealand is part of DLA Piper, a global law firm operating through various separate and distinct legal entities.  
A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com).

This deed is made on

2025

Parties

Name	[Full name] (Occupier)
Physical Address	968 Opouteke Road
Email Address	
Attention	
Name	Ingka Investments Forest Assets NZ Limited (Ingka)
Company Number	8148262
Physical Address	DLA PIPER NEW ZEALAND, Level 15, Pwc Tower, 15 Customs Street, Auckland, 1010
Email Address	kelvin.meredith@ingka.com
Attention	Kelvin Meredith

Background

- AThe Occupier occupies the dwelling on the property at 968 Opouteke Road owned by Greenheart Mangakahia Forest Land Limited. Ingka has agreed to buy that property.
- BThe parties enter this deed to record the terms on which the Occupier is occupying the dwelling on that property.

Agreed terms

1Definitions and interpretation

Definitions

- 1.1In this deed:

Dwelling means the dwelling and land at 968 Opouteke Road, as indicated on the map attached at Schedule 1, which is part of the Owner's property at 968 Opouteke Road, in record of title NA53A/494.

Owner means the legal owner of the land on which the Dwelling is located, from time to time.
- Interpretation
- 1.2In this deed, unless the context otherwise requires:

(a)headings are inserted for convenience only and do not affect the interpretation of this deed;

- (b) a reference to a **business day** means a day other than a Saturday, Sunday or statutory public holiday on which banks are open for business generally in Auckland;
- (c) a reference to a party includes that party's successors and permitted assigns; and
- (d) any reference to the singular includes the plural and vice versa.

## 2 Acknowledgement

2.1 The Occupier agrees for the benefit of the Owner as follows:

- (a) the Occupier does not have any written agreement with the Owner to occupy the Dwelling;
- (b) the Occupier's rights to occupy the Dwelling are not exclusive, and do not constitute a lease, or otherwise give exclusive possession of the Dwelling to the Occupier;
- (c) the Occupier does not pay rent or other consideration to occupy the Dwelling;
- (d) the Occupier must meet the costs of any utilities and services used in the Dwelling;
- (e) the Owner is not responsible for the state of repair of the Dwelling nor any services, and the Occupier cannot require the Owner to carry out any repairs to nor works on the Dwelling;
- (f) the Occupier occupies the Dwelling at his own risk, and releases to the full extent permitted by law the Owner, and their agents, employees, and invitees from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Dwelling;
- (g) the Occupier must not make any claim against the Owner about the Dwelling;
- (h) the Occupier must comply with the reasonable directions of the Owner, including about the Owner's health and safety policies and requirements for the Dwelling;
- (i) the Occupier must not assign, sublet, or part with possession of the Dwelling, and the Occupier's rights in relation to the Dwelling are personal to the Occupier;
- (j) the Occupier will vacate the Dwelling on at least 12 months' notice from the Owner; and
- (k) the Occupier may terminate his occupation of the Dwelling on notice to the Owner, at any time.

## 3 Notices

3.1 Any notice or other communication (each a **Notice**) given in connection with this deed is only validly given if it is in writing, and sent to the relevant party at the physical or email address and for the attention of the person specified in the "Parties" section of this deed, or as varied by notice given in accordance with clause 3.3.

3.2 A Notice is only validly given if it is delivered in one of the following ways:

- (a) by hand;

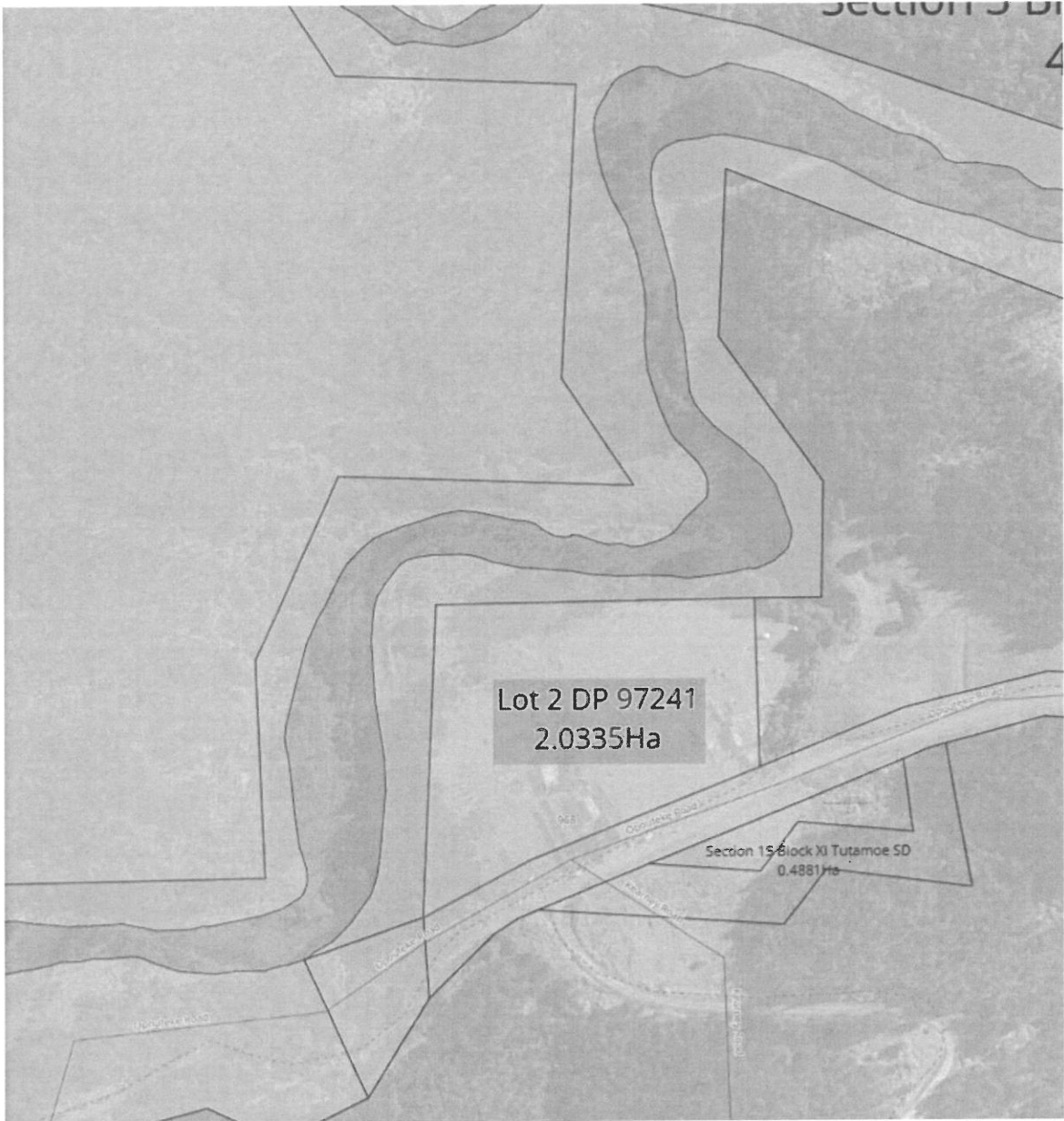
- (b) by email (if provided).
- 3.3 If a party gives another party three business days' notice of a change of its physical or email address or of the person for whose attention Notices should be addressed, any Notice is only given by that other party if it is delivered or emailed to the new physical or email address provided that any change of physical address will only be effective if the new address is in New Zealand.
- 3.4 Any Notice which has been delivered in accordance with clause 3.2 is to be treated as given at the following time:
  - (a) if it is delivered by hand or courier, when it is left at the relevant address; or
  - (b) if it is sent by email, on the date and time the email is sent (as shown in a confirmation of the email generated by the sender's computer system which indicates that the email was sent) provided that no automated message is received stating that the email has not been received.
- 3.5 However, if any Notice is given on a day that is not a business day, or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day in that place.

#### **4 Miscellaneous**

- 4.1 Except as otherwise set out in this deed, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this deed and any document related to this deed.
- 4.2 This deed contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this deed was executed.
- 4.3 Except as otherwise set out in this deed, any covenant, agreement, representation or warranty under this deed by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

Schedule 1

Map of Dwelling



## SCHEDULE 10

### ACCESS ARRANGEMENTS

Property	Access Over	Neighbouring Land Owner	Details
Monteith	NA113D/238	Taumata Plantations Limited (Managed by Manulife NZ)	Access to the eastern part of Monteith from Dackers Road, over a private accessway where Dackers Road passes over neighbouring land.
Opouteke	NA54C/1274	Kevin Andrew Anderson, Ruth Margaret Anderson, Joshua Caleb	Access to a central part of Opouteke from Kepler Road, over a private accessway where Kepler Road passes over neighbouring land.
Opouteke	NA86C/909	Arona Farms Limited	Access to a separated area of Opouteke from a formed access over neighbouring land.
Opouteke	NA72C/717	Mark William Gage-Brown	Formed access to the southern part of Opouteke over neighbouring land.
Waiotama	NA95D/367	Paul James Adolph	Access to the northern portion of Waiotama from Carruth Road.
Waiotama	NA202/44	W & M Dalley Holdings Limited	Access to the southern portion of Waiotama from Rotoiti Road, over a private road where Rotoiti Road passes over a neighbouring title.



**SCHEDULE 11**

**FOREST MANAGEMENT AGREEMENT**



**DLA Piper New Zealand**  
Level 15  
PwC Tower  
15 Customs Street West  
Auckland 1010  
PO Box 160  
Auckland 1140  
New Zealand  
T +64 9 303 2019  
dlapiper.com

## **FOREST MANAGEMENT AND HARVESTING AGREEMENT**

**NORTHLAND FOREST MANAGERS LTD  
AND  
INGKA INVESTMENTS MANAGEMENT NZ LIMITED**



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

## TABLE OF CONTENTS

<b>PARTIES.....</b>	<b>5</b>
<b>BACKGROUND.....</b>	<b>5</b>
<b>OPERATIVE PROVISIONS .....</b>	<b>5</b>
<b>1 DEFINITIONS AND INTERPRETATION .....</b>	<b>5</b>
Definitions.....	5
Interpretation .....	8
<b>2 APPOINTMENT OF MANAGER .....</b>	<b>9</b>
Initial Land .....	9
Additional Land .....	9
Harvesting Services and Sales Services .....	9
<b>3 MANAGER'S DUTIES AND RESPONSIBILITIES .....</b>	<b>9</b>
Duties and responsibilities .....	9
Agents and subcontractors .....	10
Health and Safety at Work Act 2015 .....	11
Resource Management Act 1991 .....	13
New Zealand Forest Owners Association .....	14
Anti-corruption and bribery .....	15
Compliance with laws .....	15
Acknowledgement.....	15
<b>4 PRINCIPAL'S DUTIES AND RESPONSIBILITIES .....</b>	<b>15</b>
<b>5 TREE STOCKS.....</b>	<b>16</b>
Provision of Tree Stocks .....	16
Number of Tree Stocks .....	16
Pre-purchase of Tree Stocks by the Manager.....	16
Costs incurred.....	16
Re-allocation of Tree Stocks .....	16
No termination .....	17
<b>6 MANAGEMENT FEES AND DIRECT COSTS .....</b>	<b>17</b>
Payment by the Principal.....	17
Operations Plan and Budget.....	17
Direct Costs.....	17
Payment and invoicing.....	18
Principal may deduct.....	18
Disputed invoice.....	18
<b>7 FINANCIAL RECORDS, FOREST INFORMATION AND REPORTS.....</b>	<b>18</b>
Records.....	18
Access .....	18
<b>8 TERM, SUSPENSION AND TERMINATION.....</b>	<b>18</b>
Term .....	18
Additional Land .....	19
Suspension.....	19
Termination for breach.....	19
Termination by Principal.....	19
Voluntary termination .....	20
Effect of termination .....	20



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

	Surviving terms .....	20
	Fees and Direct Costs .....	21
	No other right of termination .....	21
<b>9</b>	<b>LIABILITY AND INDEMNITY .....</b>	<b>21</b>
	Indemnity .....	21
	No consequential loss .....	21
	Mitigation .....	21
<b>10</b>	<b>INSURANCE .....</b>	<b>21</b>
	Cover .....	21
	Policy documents .....	22
	Third party coverage .....	22
<b>11</b>	<b>DISPUTE RESOLUTION .....</b>	<b>22</b>
	Notice of dispute .....	22
	Resolve dispute .....	22
	Arbitration .....	22
	Urgent relief .....	22
<b>12</b>	<b>FORCE MAJEURE .....</b>	<b>23</b>
	Notice of Force Majeure .....	23
	Mitigation .....	23
	Suspension .....	23
	Relief from payment .....	23
	Force Majeure termination .....	23
<b>13</b>	<b>CONFIDENTIALITY .....</b>	<b>23</b>
	Confidential Information .....	23
	Public relations .....	24
	No use of IKEA / Ingka logo .....	24
	Reputation .....	24
<b>14</b>	<b>NOTICES .....</b>	<b>25</b>
	Giving notices .....	25
	Change of address .....	25
	Time notice is given .....	25
<b>15</b>	<b>MISCELLANEOUS .....</b>	<b>26</b>
	Approvals and consents .....	26
	Assignments and transfers .....	26
	Contract and Commercial Law Act 2017 .....	26
	Costs .....	27
	Entire agreement .....	27
	Prevailing terms .....	27
	Execution of separate documents .....	27
	Further acts .....	27
	Relationship between the parties .....	27
	Governing law and jurisdiction .....	28
	Severability .....	28
	Variation .....	28
	Waivers .....	28
	<b>EXECUTION AND DATE .....</b>	<b>29</b>



FOREST MANAGEMENT AND HARVESTING AGREEMENT

<b>SCHEDULE 1</b>	<b>30</b>
Land details	30
<b>SCHEDULE 2</b>	<b>32</b>
Fixed fees for Consultancy work as requested – Time and disbursements	32
<b>SCHEDULE 3</b>	<b>35</b>
Services	35
<b>SCHEDULE 4</b>	<b>39</b>
Ingka Terms of Engagement	39
<b>SCHEDULE 5</b>	<b>49</b>
Land details and individual forest fees for any Additional Land	49
<b>SCHEDULE 6</b>	<b>50</b>
Terms of Harvesting and Sales Commitment	50
<b>SCHEDULE 7</b>	<b>58</b>
Harvesting and Sales Confirmation	58
<b>SCHEDULE 8</b>	<b>59</b>
Confirmation of Completion of Harvesting	59
<b>SCHEDULE 9</b>	<b>60</b>
Allocation of Costs	60



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### PARTIES

**Ingka Investments Management NZ Limited** Company Number 8148260 (**Principal**)

**Northland Forest Managers (1995) Ltd** Company Number 706921 (**Manager**)

### BACKGROUND

- A The Land Owner as the owner of the Land has granted to the Principal the Forestry Right.
- B The Principal has agreed to engage the Manager and the Manager has agreed to provide the Services on the terms set out in this agreement. The Principal may elect to engage the Manager, and the Manager has agreed to provide, the Harvesting Services and the Sales Services on the terms set out in this agreement.

### OPERATIVE PROVISIONS

#### 1 DEFINITIONS AND INTERPRETATION

##### Definitions

- 1.1 In this agreement, unless the context otherwise requires:

**Additional Land** means any Land the parties agree is to be subject to the terms of this agreement in accordance with clause 2.2.

**Additional Land Commencement Date** means the commencement date of the Services for the Additional Land as attached as Schedule 5 (as applicable) or otherwise agreed between the parties.

**Affected Party** means a party affected by a Force Majeure Event.

**Affiliate** in relation to a company, means any other company directly or indirectly controlling, controlled by or under common control with such company, and 'control' for these purposes means:

- (a) holding the majority of the voting rights or share capital of such company; or
- (b) otherwise having the power to direct the management and policies of such company.

**Change in Control** in relation to a company means a change in any of the following:

- (a) Control of the exercise of a power to appoint or remove all the directors of the company or such number of directors as together hold a majority of the voting rights at meetings of the board of the company.
- (b) Control of the exercise of more than one half of the maximum number of votes that can be exercised at a meeting of the company.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- (c) Ownership of more than one half of the issued shares of the company other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital.
- (d) Entitlement to receive more than one half of every dividend paid on shares issued by the company, other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital.
- (e) Control of the affairs and policies of the company.

**Commencement Date** means XXX.

**Confidential Information** means all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium or any part or parts of it, relating to a party or an Affiliate of such party.

**Direct Costs** means all direct costs incurred by the Manager in providing the Services as set out in the Operations Plan and Budget or otherwise determined in accordance with clause 6.4.

**Establishment Plan** means the establishment plan set out in Schedule 1 in relation to the Land or Schedule 5 in relation to the Additional Land (as applicable), or as otherwise agreed between the parties in writing.

**Fees** means the fees set out in Schedule 1 or Schedule 2 (as applicable) that are payable by the Principal to the Manager for the provision of the Services.

**Force Majeure Event** means lightning, earthquake, fire, cyclone, riots, industrial action, civil commotion, natural disaster, sabotage, act of a public enemy, terrorism, act of God, war (declared or undeclared), revolution, radioactive contamination, flood, political disturbances, epidemics, pandemics, quarantine, New Zealand government priority requisition or allocation or other action of any New Zealand government authority or any other event of a similar nature beyond the reasonable control of the party affected and which prevents, or has the consequence of reducing or removing the ability of the Affected Party, acting as a reasonable and prudent operator, from performing its obligations under this agreement other than any obligation to pay money which for the avoidance of doubt is not an event of force majeure.

**Forestry Right** means the forestry right to be granted or granted by the Land Owner in favour of the Principal over the Land as varied from time to time.

**FSC®** means the Forest Stewardship Council.

**GST** means goods and services tax payable under the Goods and Services Tax Act 1985 in respect of the supply made under this agreement. All amounts set out in this agreement are stated exclusive of GST.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**Ingka Terms of Engagement** means the terms of engagement set out in Schedule 4, as amended and notified to the Manager in writing from time to time.

**Insolvency Event** in relation to a person means anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes any of the following:

- (a) A meeting of the person's creditors being called or held.
- (b) A step being taken to make the person bankrupt.
- (c) An order being presented for the sequestration of the person's estate.
- (d) A step being taken to wind-up the person.
- (e) A step being taken to have a receiver, receiver and manager, administrator, liquidator or interim liquidator appointed to the person or any of its assets or such an appointment taking place.
- (f) The person entering into any type of arrangement with, or assignment for the benefit of all or any of its creditors including any formal arrangement or compromise under the Companies Act 1993.
- (g) The person ceases or threatens to cease to carry on its main business.
- (h) The person is declared at risk, or a recommendation is made by the Securities Commission to appoint a statutory manager of the person, under the Corporations (Investigation and Management) Act 1989.
- (i) Any similar event under another jurisdiction.

**Land** means the land set out in Schedule 1 and any Additional Land (as applicable).

**Land Owner** means Ingka Investments Forest Assets NZ Limited (Company Number 8148262) or any subsequent owner of the Land.

**Operations Plan and Budget** means the written plan and budget itemising operations, cost estimates and timing of forestry operations scheduled for the relevant Operations Year in relation to the Land, as prepared by the Manager and approved by the Principal in accordance with clauses 6.2 and 6.3 and includes the Establishment Plan.

**Operations Year** means:

- (a) in the case of the first Operations Year, the period commencing on the Commencement Date and ending on 31 August the following year;
- (b) thereafter, each 12 month period commencing on 1 September; and
- (c) in the case of the last Operations Year, the period commencing on 1 September and ending on date this agreement is terminated in accordance with clause 8.





## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**Representative** means any director, officer, employee, agent, contractor, financier, professional adviser or Affiliate of a party.

**Sale Agreement** means the sale and purchase agreement(s) entered into by the Land Owner to acquire the Land.

**Services** means the services to be provided by the Manager set out in Schedule 3, as amended by the parties in writing from time to time.

**Term** has the meaning set out in clause 8.1.

**Tree Stocks** has the meaning set out in clause 5.1.

### Interpretation

- 1.2 Unless this agreement expressly provides otherwise each of the following is to apply:
- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this agreement.
  - 1.2.2 A reference in this agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Auckland, New Zealand and Amsterdam, the Netherlands.
  - 1.2.3 If the day on which any act, matter or thing is to be done under this agreement is not a business day, the act, matter or thing must be done on the next business day.
  - 1.2.4 A reference in this agreement to dollars or \$ means New Zealand dollars and all amounts payable under this agreement are payable in New Zealand dollars.
  - 1.2.5 A reference in this agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
  - 1.2.6 A reference in this agreement to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
  - 1.2.7 A reference to a clause, part, Schedule or attachment is a reference to a clause, part, Schedule or attachment of or to this agreement.
  - 1.2.8 A reference to a person includes any company, trust, partnership, joint venture, association or body corporate.
  - 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.

1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.

## 2 APPOINTMENT OF MANAGER

### Initial Land

2.1 The Principal has agreed to engage the Manager to provide the Services on the Land, and the Manager has agreed to provide the Services, for the Term on the terms set out in this agreement (including the Ingka Terms of Engagement).

### Additional Land

2.2 The Principal and the Manager may agree that additional land is to become subject to this agreement by completing and signing a new Schedule 5 in relation to the additional land (**Additional Land**). The inclusion of any Additional Land will be deemed to be a variation of this agreement.

2.3 For the avoidance of doubt, the inclusion of clause 2.2 does not form any obligation on the Principal to engage the Manager for Services on any additional land not included Schedule 1 as at the Commencement Date.

### Harvesting Services and Sales Services

2.4 The Principal may engage the Manager to provide, and the Manager may agree to provide:

2.4.1 the Harvesting Services as detailed in paragraph 2.2 of Schedule 6; and

2.4.2 the Sales Services as detailed in paragraph 2.3 of Schedule 6,

in accordance with the terms and conditions set out in Schedule 6.

## 3 MANAGER'S DUTIES AND RESPONSIBILITIES

### Duties and responsibilities

3.1 In performing the Services, the Manager must do all of the following:

3.1.1 Ensure that it has the appropriate level of resources to carry out the Services and perform its obligations under this agreement at all times.

3.1.2 Provide the Services in an efficient, cost effective and competent manner, and employ the same degree of care and prudence as a reasonable and prudent person, with expertise in large scale plantation forestry management, would use in carrying out equivalent obligations.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 3.1.3 Provide the Services in accordance with the Operations Plan and Budget (as applicable) unless otherwise agreed in writing by the parties.
- 3.1.4 Observe and perform all of the covenants, duties and obligations of the Principal under the Forestry Right.
- 3.1.5 Utilise the ThinkSafe H&S management system (being the health and safety management system provided to the Manager by ThinkSafe Limited) or such other relevant health and safety management system for all operational activity on the Land in accordance with best industry practice.
- 3.1.6 Implement a strictly controlled access policy as required to safeguard the health and safety of all persons on the Land and ensure that all employees and contractors at all times carry and maintain an operational radio telephone, cell phone or personal locator beacon while accessing the Land.
- 3.1.7 Initiate and maintain an environmental management policy (**EMP**) and environmental management system (**EMS**) and conduct internal audits of such EMP and EMS compliance in accordance with best industry practice.
- 3.1.8 Provide the Services in accordance with the FSC® Principles and Criteria.
- 3.1.9 Pay on behalf of the Principal all Direct Costs that the Manager is authorised to pay and subsequently recover from the Principal under this agreement, unless alternative arrangements have been entered into in writing between the parties.
- 3.1.10 Obtain any consents, authorisations, approvals or orders of any court or governmental authority or agency or any third party necessary in order to perform the Services under this agreement and if requested by the Principal, promptly provide to the Principal copies of all consent applications and notices of decision, including all documents that describe the conditions of such consents.
- 3.1.11 Comply with the Ingka Terms of Engagement (as applicable to the Manager's obligations under this agreement) and ensure that the engagement terms of any agents or subcontractors undertaking any forest management or operations services incorporate the Ingka Terms of Engagement.
- 3.1.12 Ensure any Tree Stocks purchased by the Manager to be supplied under this agreement meet the requirements set out in the Operations Plan and Budget.
- 3.1.13 Comply with the requirements under any sale agreements pursuant to which the Principal is acquiring any of the Land, as notified by the Principal to the Manager.

### **Agents and subcontractors**

- 3.2 The Manager may select and engage agents or subcontractors for the provision of the Services required to be performed by the Manager under this agreement. The Manager is responsible for the acts and omissions of anyone it appoints as an agent or subcontractor. In



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

relation to the engagement of such agents and subcontractors, the Manager must do all of the following:

- 3.2.1 Ensure that each such agent and subcontractor is qualified to discharge properly the responsibilities assigned to it by the Manager and must perform those Services in accordance with this agreement.
- 3.2.2 Give instructions to any person undertaking any Services as to the manner in which work is to be carried out the Land, and so far as practically possible, ensure those directions are complied with.
- 3.2.3 Require all persons acting for and on behalf of the Manager to take full and proper precautions in relation to personal protection and damage by fire to any forest on the Land or adjacent land.
- 3.2.4 Ensure that all such agents and subcontractors comply with this agreement and all statutes, regulations and other laws relating to any activities on the Land and in particular those relating to forestry, fire prevention, environmental protection and safety.
- 3.2.5 Ensure that all agents, contractors and other persons accessing the Land have appropriate insurances as required of the Manager under this agreement.

### **Health and Safety at Work Act 2015**

- 3.3 The Manager will at all times manage health and safety risks on the Land in accordance with best industry practice and in compliance with the Health and Safety at Work Act 2015 (HSW Act), including regulations made under the HSW Act, standards, approved codes of practice, any amending or replacement legislation. In particular, the Manager must:
  - 3.3.1 ensure, so far as is reasonably practicable, the health and safety of Workers (as that term is defined in the HSW Act) at work, including the provision and maintenance of a safe working environment, the provision and maintenance of work facilities for health and safety, that plant used is safe, and that any person on or near the site is not exposed to any risks to health and safety;
  - 3.3.2 have methods in place to systematically identify hazards, including any new hazards that could give rise to risks to health and safety;
  - 3.3.3 eliminate any risks to health and safety or if it is not reasonably practicable to eliminate risks, to minimise those risks so far as it is reasonably practicable by the control measures in accordance with the regulations of the HSW Act;
  - 3.3.4 ensure that any Worker involved in carrying out the Services and any separate contractor or any other person who is on or near the Land is not unnecessarily exposed to hazards which are under the Manager's control;



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 3.3.5 ensure that any Worker and any other person under the Manager's control involved in carrying out the works have appropriate information and experience or are appropriately trained and/or are appropriately supervised;
  - 3.3.6 have proper procedures for dealing with emergencies that may arise including an emergency plan that complies with the HSW Act and its regulations;
  - 3.3.7 maintain a record of notifiable events in the form required by the HSW Act; and
  - 3.3.8 investigate accidents and incidents and identify their cause.
- 3.4 Without limiting clause 3.3, the Manager acknowledges that it is in the best position to manage and control the risk created by the Services and is therefore responsible for all issues relating to health and safety in relation to the Services and any other works carried out on any part of the Land during the Term and the Manager agrees in favour of the Principal that it will:
- 3.4.1 ensure that it has an appropriate health and safety plan which addresses the means by which the Manager intends to meet its obligations under clause 3.3, and provide a copy to the Principal upon request;
  - 3.4.2 ensure that its Workers comply with its health and safety procedures and are appropriate supervised;
  - 3.4.3 ensure that it has relevant and current site safe qualifications appropriate to the works, and that Workers are trained in accordance with site safe qualifications before working on the Land;
  - 3.4.4 implement and carry out an audit and inspection regime to ensure compliance by all persons conducting a business or undertaking on the Land and allow the Principal reasonable access to the Land and the works for the purposes of auditing health and safety compliance;
  - 3.4.5 consult, cooperate and coordinate with any other persons conducting a business or undertaking who have health and safety obligations in relation to the Land and ensure there are opportunities for the engagement and participation of their Workers;
  - 3.4.6 maintain a register of accidents and incidents, investigate accidents or incidents and identify their cause, and notify the Principal of any accidents that must be notified to WorkSafe New Zealand and provide the Principal with a copy of any written report provided to, and correspondence from, WorkSafe New Zealand; and
- 3.5 If the Principal (acting reasonably) is of the opinion that the Manager (or any of its Workers) is in breach of the health and safety obligations contained in this agreement, without limiting its right to terminate this agreement under clause 8, the Principal may (in writing or orally) immediately suspend the progress of the whole or any part of the Services until such time as the Principal (acting reasonably) considers that the health and safety



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

obligations are being, or are able to be, complied with. During such period of suspension the Manager must promptly remedy any breach.

3.6 The Manager and the Principal both acknowledge and agree that they are entitled to undertake due diligence on each other or their Workers and any other reasonable activities as required by the HSW Act. The Manager acknowledges that it will undertake due diligence on all persons conducting a business or undertaking (PCBU) as that term is defined in the HSW Act on the Land.

3.7 The parties acknowledges that farming or other third party activities may be carried out on parts of the Land. The Manager will work with the relevant third parties to identify all hazards and risks on the Land associated to those activities if applicable.

### **Resource Management Act 1991**

3.8 The Manager undertakes that it shall comply at all times with the Resource Management Act 1991 (RMA). The Manager's obligations include obtaining, maintaining and complying with all consents required under the RMA in connection with the performance of the Services, and upon request, providing to the Principal copies of such consents.

3.9 The Resource Management (National Environmental Standards for Commercial Forestry) Regulations 2017 (NES-CF) are regulations made under the RMA. Harvesting and Mechanical Land Preparation are regulated plantation forestry activities under the NES-CF.

3.10 The Manager undertakes that it will at all times manage environmental risks on the Land in accordance with best industry practices and shall comply with the NES-CF rules and with notices and instructions from the regulatory authority regarding regulated activities on the Land that are under the control of the Manager.

3.11 The Manager's obligations include giving notice to regional councils and territorial authorities and preparation of management plans for permitted activities including earthworks, forestry quarrying, river crossings, harvesting, remedial works, and mechanical land preparation, and obtaining resource consent for activities when permitted activity conditions cannot be complied with.

3.12 The Manager acknowledges that it is in the best position to manage and control the risk created by the activities, and is therefore responsible for all issues relating to environmental compliance in relation to the Services carried out on any part of the Land during the term of this agreement. The Manager must:

3.12.1 undertake environmental risk-based compliance monitoring of permitted and consented activities, and will comply with its own Environmental Policies, Guidelines or Standards and provide a copy to the Principal upon request;

3.12.2 ensure that any worker and any other person under the Manager's control involved in providing the Services have appropriate information and experience and are appropriately trained and/or are appropriately supervised; and



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

3.12.3 eliminate the environmental risks, and if it is not reasonably practicable to eliminate the risks, to minimise those risks by implementing control measures in accordance with the NES-CF regulations.

3.13 If the Principal (acting reasonably) is of the opinion that the Manager (or any of its workers) is in breach of the NES-CF regulations, without limiting its right to terminate this agreement under clause 8, the Principal may (in writing or orally) immediately suspend the progress of the whole or any part of the Services until such time as the Principal (acting reasonably) consider that the environmental obligations are being, or are able to be, complied with. During such period of suspension, the Manager shall promptly remedy any breach.

### **New Zealand Forest Owners Association**

3.14 The Manager undertakes that in providing the Services, it will implement the measures as good practice from the following industry guidelines

3.14.1 the New Zealand Forest Owners Association New Zealand Forest Road Engineering Manual; and

3.14.2 the New Zealand Forest Owners Association New Zealand Environmental Code of Practice for Plantation Forestry.

3.14.3 Other industry specific guidelines and all relevant updates of such guidelines

### **Fire and Emergency New Zealand Act 2017**

3.15 The Manager must comply at all times with the Fire and Emergency New Zealand Act 2017, and must not do, or omit to do, anything that would result in the Principal being in breach of the Fire and Emergency New Zealand Act 2017.

3.16 The Manager must comply with fire prevention and fire control measures laid down in any fire plan in relation to the Land under or pursuant to the Fire and Emergency New Zealand Act 2017, and in particular, the Manager must do all of the following:

3.16.1 If directed by the fire authority attend, fight and extinguish any fire threatening the forests or the fire safety margin of the Land as necessary.

3.16.2 Ensure that no fires are ignited on the Land other than for clearing of vegetation or, managing the risk associated with wood waste (slash) around landings, subject to obtaining and meeting applicable FENZ permit conditions.

3.16.3 Ensure that its agents and employees use the relevant radio frequencies and other relevant methods of communication only for the purposes of fire prevention, safety from fire, suppression and fighting of fire and training in fire prevention and firefighting.

3.16.4 Ensure all roads and tracks on the Land are clear at all times.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### Anti-corruption and bribery

- 3.17 The Manager must:
- 3.17.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption that may be applicable to the Principal and any related entities whether in New Zealand or in any other jurisdiction including the Secret Commissions Act 1910 and Crimes Act 1961 (**Relevant Requirements**);
  - 3.17.2 not engage in any activity, practice or conduct which would constitute an offence under any Relevant Requirements; and
  - 3.17.3 comply with the Principal's ethics, anti-bribery and anti-corruption policies notified to the Manager from time to time.

### Compliance with laws

- 3.18 The Manager undertakes that it shall at all times comply with, and ensure that all persons acting for or on behalf of the Manager comply with, all applicable statutes and authorities and all notices, requisitins, regulations, directions and bylaws in the performance of this agreement, and shall not do, or omit to do, any thing which would result in the Principal being in breach of any such laws or regulations.

### Acknowledgement

- 3.19 The Manager acknowledges that the Principal may from time to time issue in writing to the Manager reasonable rules and directions in relation to the Land and the Services, and the Manager must ensure observance of these rules and directions by itself, its agents, subcontractors, employees, invitees and licensees.

## 4 PRINCIPAL'S DUTIES AND RESPONSIBILITIES

- 4.1 The Principal will allow the Manager and the Manager's employees, contractors and invitees, such access to the Land as is necessary to enable the Manager to perform its obligations under this agreement.
- 4.2 The Principal must ensure that the Principal's employees, contractors, and invitees on the Land are aware of the Manager's activities on the Land and that all such persons comply with the Manager's reasonable directions when entering onto the Land.
- 4.3 Where applicable, the Principal shall assist the Manager in gaining all regulatory consents that pertain to this agreement. If required, the Principal will upon request sign all documents the Manager reasonably requires in order for them to obtain consents, permits and other permissions required for its purposes under this agreement.





## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### 5 TREE STOCKS

#### Provision of Tree Stocks

- 5.1 All tree stocks procured by the Manager in the provision of the Services (**Tree Stocks**) will be supplied to the Principal on the same terms (including as to cost) as the Manager procured the relevant Tree Stocks from the third-party supplier.

#### Number of Tree Stocks

- 5.2 The number of Tree Stocks to be supplied is to be included in the Establishment Plan, or otherwise agreed between the parties.

#### Pre-purchase of Tree Stocks by the Manager

- 5.3 The parties acknowledge that the Principal may instruct the Manager to acquire Tree Stocks prior to the Principal having acquired the Land.

#### Costs incurred

- 5.4 Subject to clause 5.5, if the Manager has been instructed to acquire Tree Stocks in accordance with clause 5.3 and the Principal does not acquire the Land for any reason, the Principal will be liable to the Manager for all reasonable costs incurred by the Manager in acquiring such Tree Stocks.

#### Re-allocation of Tree Stocks

- 5.5 If the Land is not acquired by the Principal:
- 5.5.1 Within 10 business days of the date on which the Principal notifies the Manager that the Land was not acquired, the Manager and the Principal may agree to reallocate the Tree Stocks acquired by the Manager in accordance with clause 5.3 to another forest owned by the Principal and managed by the Manager in accordance with the terms of this agreement, or as otherwise agreed between the parties.
  - 5.5.2 If the Manager and Principal do not reallocate the Tree Stocks within the Principal's business in accordance with clause 5.5.1 above, the Manager may, with the prior consent of the Principal (acting reasonably) reallocate the Tree Stocks to another of the Manager's forests not owned by the Principal, or otherwise sell the Tree Stocks as appropriate.
  - 5.5.3 If the Manager reallocates or sells the Tree Stocks in accordance with clause 5.5.2 above, the Principal is not be liable for, and the Manager must reimburse to the Principal, all reasonable costs incurred and/or paid by the Principal to the Manager in accordance with clause 5.4.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### No termination

- 5.6 Despite any of the provisions contained in this clause 5, if any Tree Stocks are reallocated, sold or otherwise disposed of in accordance with the provisions of this clause 5, this agreement is to continue in force until otherwise terminated in accordance with clause 8.

## 6 MANAGEMENT FEES AND DIRECT COSTS

### Payment by the Principal

- 6.1 Subject to this clause 6, the Principal will pay the Manager the Fees and the Direct Costs together with any GST on the Fees and the Direct Costs.
- 6.1.1 The management fee is chargeable on a Net Stocked Area basis (NSA). The Geomaster **Stock Book** will record **Stocked Area** (NSA) in the particular **Forest** recorded in Geomaster.
- 6.1.2 Harvesting areas covered under Schedule 6 - **Harvesting and Sales Commitment** are excluded from the Forest Management Fee being charged on the NSA of the upcoming harvestable area for that operational year. As the area becomes **Cutover** the management fee may be re-applied for the upcoming operational year of replanting.

### Operations Plan and Budget

- 6.2 The Manager is to prepare and submit an initial Operations Plan and Budget in respect of the relevant Land for the Principal's consideration and approval:
- 6.2.1 for the initial Operations Year, on the Commencement Date or Additional Land Commencement Date (as applicable) or as otherwise agreed by the Principal; and
- 6.2.2 for each subsequent Operations Year, as per the budget timeline provided by the Principal. *NB: First draft submission usually March of each year*
- 6.3 The Principal must approve the Operations Plan and Budget prior to the Manager undertaking any Services for the subsequent Operations Year. If any dispute arises between the Manager and the Principal about the proposed Operations Plan and Budget, the existing Operations Plan and Budget shall remain in place until such time as the new Operations Plan and Budget can be agreed in writing between the parties.

### Direct Costs

- 6.4 The Direct Costs for each Operations Year must be estimated in the Operations Plan and Budget as costs associated with specific forestry, harvesting and land management operations and any costs or expenses in relation to compliance with legislative requirements (if applicable). Direct Costs will only be payable by the Principal in accordance with the relevant Operations Plan and Budget, with any variations to be separately agreed in writing between the Manager and the Principal.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### **Payment and invoicing**

- 6.5 Prior to the 4th working day of each month following a month in which Services have been performed under this agreement, the Manager shall deliver a tax invoice (as defined in the Goods and Services Tax Act 1985) in respect of the Land, setting out details of all amounts due and payable for the Services provided in the previous month including any Direct Costs. Invoices shall be detailed in such manner, and supported by such documentary evidence including copies of third party invoices, as the Principal may from time to time reasonably require.
- 6.6 Subject to receiving the tax invoice in accordance with this clause 6, the Principal is to pay to the Manager the amount of the invoice for any Fees and Direct Costs for the preceding month. The Principal will pay the amount of the tax invoice no later than the 20th day of the month following the month in which the Services have been rendered.

### **Principal may deduct**

- 6.7 The Principal may deduct from amounts otherwise payable to the Manager any amounts due from the Manager to the Principal or the amount of any claim that the Principal may have against the Manager in connection with the Services or otherwise.

### **Disputed invoice**

- 6.8 If any item or part of an item in a tax invoice is disputed by the Principal, the Principal will give prompt notice to the Manager with reasons for disputing such item and will pay the undisputed portion of the invoice.

## **7 FINANCIAL RECORDS, FOREST INFORMATION AND REPORTS**

### **Records**

- 7.1 The Manager must keep and maintain complete, accurate and current records and books of account in relation to the Services provided pursuant to this agreement.

### **Access**

- 7.2 The Manager must, upon the reasonable request by the Principal, promptly provide to the Principal copies of, or access to, the records of the Manager in relation to the Services performed pursuant to this agreement.

## **8 TERM, SUSPENSION AND TERMINATION**

### **Term**

- 8.1 The term of this agreement will commence on the Commencement Date and will continue until the 3<sup>rd</sup> anniversary of the Commencement Date or otherwise terminated in accordance with the terms of this agreement (**Term**).



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### **Additional Land**

- 8.2 Any Additional Land is to be subject to this agreement commencing from the Additional Land Commencement Date.

### **Suspension**

- 8.3 The Principal will have the right to suspend performance of the Manager's obligations under this agreement by notice to the Manager if the Manager breaches, or fails to perform properly or promptly, any obligation in this agreement and fails to remedy the situation within five business days after notice from the Principal of the breach or failure.

### **Termination for breach**

- 8.4 If:
- 8.4.1 either party (**Defaulting Party**) breaches, or fails to properly or promptly perform, any of its obligations under this agreement in any material respect; and
  - 8.4.2 such failure is not due to a direction or failure by the non-defaulting party (**Non-Defaulting Party**);

the following provisions shall apply:

- 8.4.3 If the failure is capable of being remedied, the Non-Defaulting Party shall give notice to the Defaulting Party of the default and require that the default be remedied within 20 business days of such notice being given.
- 8.4.4 If the failure is not capable of being remedied or if the Defaulting Party does not remedy the failure referred within the time frame specified in clause 8.4.3, the Non-Defaulting Party may, by written notice to the Defaulting Party, terminate this agreement with immediate effect on the date of which notice is given.

### **Termination by Principal**

- 8.5 The Principal may immediately terminate this agreement by notice in writing to the Manager, with such termination to take immediate effect on the date which notice is given, if any of the following occurs:
- 8.5.1 The Principal forms the view that it is reasonably unlikely to obtain consent under the Overseas Investment Act 2005 in relation to the acquisition of its interest in the Land under the Sale Agreement or its application for consent is rejected.
  - 8.5.2 An Insolvency Event happens to the Manager.
  - 8.5.3 The Manager does something, or fails to do something, that, in the Principal's opinion, results in or is likely to result in damage to the Principal's or the Land Owner's reputation or business.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

8.5.4 In the Principal's reasonable view, the Manager repeatedly breaches a term of this agreement (even if the breaches may not be material).

8.5.5 The Manager breaches any term of Ingka Terms of Engagement.

### **Voluntary termination**

8.6 The Principal may terminate this agreement for convenience at any time by giving three months' notice to the Manager. At the end of the three month period, the agreement will terminate and the Manager will stop performing the Services.

### **Effect of termination**

8.7 In addition to any other rights, powers or remedies a party may have under this agreement or at law, if this agreement expires, or is terminated, the following will apply:

8.7.1 Each party is released from its obligations under this agreement, except those clauses expressly stated to, or that by their nature are intended to, survive the termination of this agreement and any other clauses that are required to give effect to those clauses.

8.7.2 Each party retains the rights it has accrued under this agreement.

8.7.3 Each party must return any property, including any Confidential Information, in its possession or control to the relevant party, and if requested by the relevant party, destroy any Confidential Information.

8.7.4 The Manager must provide reasonable assistance to the Principal to transfer the management of the Land to another manager.

### **Surviving terms**

8.8 The following provisions will survive termination of this agreement, together with any provisions that may be required to give effect to the following and any other provision of this agreement expressed to survive termination:

8.8.1 Clause 3.18 (legislative compliance).

8.8.2 Clause 8.7 (effect of termination)

8.8.3 Clause 9 (liability and indemnity)

8.8.4 Clause 11 (dispute resolution).

8.8.5 Clause 13 (confidentiality).



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### **Fees and Direct Costs**

- 8.9 If the agreement is terminated, the Manager will be entitled to the Fees in relation to Services provided up to termination, and any Direct Costs incurred by the Manager up to termination provided the benefit of those Direct Costs have been received by the Principal.

### **No other right of termination**

- 8.10 No party is entitled to terminate this agreement except as expressly permitted in this agreement.

## **9 LIABILITY AND INDEMNITY**

### **Indemnity**

- 9.1 The Manager will, to the extent that may be lawful, indemnify and keep indemnified the Principal, against any losses, liabilities, costs, claims, demands and expenses whatsoever suffered, made against or incurred by the Principal which arise out of or in consequence of any material breach by the Manager of its obligations under this agreement or any negligent, wrongful or unauthorised act, omission, direction, performance or non-performance by the Manager, its employees, servants, agents or any of its subcontractors in relation to this agreement, any operational contract, or any law or regulation applicable to the Manager's obligations under this agreement.

### **No consequential loss**

- 9.2 Neither party is liable to the other party for any indirect loss, consequential loss, loss of profits, loss of income or savings, or loss of reputation.

### **Mitigation**

- 9.3 Each party is to take reasonable steps to mitigate any loss or damage it may suffer under this agreement, and a party's liability under this agreement will be reduced to the extent that the other party fails to comply with this clause 9.3.

## **10 INSURANCE**

### **Cover**

- 10.1 During the Term, and for a period of not less than two years following the end of the Term, the Manager must have and maintain valid and comprehensive insurance cover, for not less than the following amounts:

- 10.1.1 Public Liability insurance of \$5 million.
- 10.1.2 Professional Indemnity insurance for at least \$2 million.
- 10.1.3 Statutory Liability Insurance of at least \$1 million.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 10.1.4 Third party motor vehicle section II liability insurance of at least \$5 million for all vehicles including mobile plant entering onto the Land.

### **Policy documents**

- 10.2 The Manager shall on request provide documents to the Principal as proof of compliance with these insurance obligations.

### **Third party coverage**

- 10.3 The Manager shall be responsible for ensuring that any contractor or sub-contractor engaged to conduct any part of the Services acquires and maintains an adequate level of insurance, sufficient to protect the Principal's interests given the scope of the work being performed, and is required to hold evidence of that compliance and provide such evidence to the Principal upon request.

## **11 DISPUTE RESOLUTION**

### **Notice of dispute**

- 11.1 A party must, as soon as reasonably practicable, give the other party notice of any dispute arising in respect of, or in connection with, this agreement (including the validity, breach or termination of it) (**Dispute Notice**).

### **Resolve dispute**

- 11.2 The parties will endeavour to resolve the dispute within 20 business days of receipt of the Dispute Notice and will ensure that appropriate people with sufficient authority to resolve the dispute are involved.

### **Arbitration**

- 11.3 Any dispute unresolved by the chief executives (or their nominees) in accordance with clause 11.2 may be referred to arbitration by a single arbitrator. The arbitration will be commenced by a party giving notice to the other party stating the subject matter and details of the Dispute and requiring the Dispute to be referred to arbitration. The arbitrator will be appointed by the parties, or failing agreement within five business days after, and exclusive of, the date of giving the notice, will be appointed at the request of a party by the president of the New Zealand Law Society or the nominee of such president. The place of arbitration will be Auckland.

### **Urgent relief**

- 11.4 Despite anything in this clause 11, a party may commence court proceedings in relation to any dispute at any time where that party seeks urgent interlocutory relief.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### 12 FORCE MAJEURE

#### Notice of Force Majeure

12.1 If a Force Majeure Event occurs, the Affected Party must notify the other party as soon as reasonably practicable that a Force Majeure Event has occurred. The notice must:

- 12.1.1 describe in reasonable detail the relevant Force Majeure Event;
- 12.1.2 specify the obligations which are affected by the Force Majeure Event and the extent to which the Affected Party cannot perform its obligations;
- 12.1.3 estimate the time during which the Force Majeure Event will continue; and
- 12.1.4 specify the measures proposed by the Affected Party to remedy or minimise the effect of the relevant Force Majeure Event.

#### Mitigation

12.2 To the extent reasonably practicable, the Affected Party must:

- 12.2.1 remedy or minimise the effects of the Force Majeure Event; and
- 12.2.2 take all action necessary to mitigate any loss suffered by the other party.

#### Suspension

12.3 Subject to clauses 12.1 and 12.2 and while the Force Majeure Event continues, any obligation, other than any obligation to pay money, which cannot be performed (in whole or in part) because of the Force Majeure Event is suspended.

#### Relief from payment

12.4 If any Manager obligation is suspended under clause 12.3, subject to any payment obligations which have accrued prior to the suspension, the Principal is relieved from any payment obligation under this agreement to the extent that the Manager's obligation is suspended.

#### Force Majeure termination

12.5 If a Force Majeure Event continues for a period of three months from the date of the notice issued under clause 12.1, the other party may terminate this agreement by giving 20 business days' notice to the Affected Party.

### 13 CONFIDENTIALITY

#### Confidential Information

13.1 Neither the Principal nor the Manager will at any time use, exploit or disclose to any person this agreement and any information held by it relating to the business or affairs of the other





## FOREST MANAGEMENT AND HARVESTING AGREEMENT

party that was obtained or provided pursuant to this agreement or as a consequence of any Services provided subject to this agreement, including the prices payable under this agreement except to the extent:

- 13.1.1 necessary to perform its obligations under this agreement and on a 'need-to-know' basis only;
- 13.1.2 authorised in writing by the proprietary party;
- 13.1.3 required by law or the rules of an applicable stock exchange;
- 13.1.4 it is, or becomes public with the authority of the proprietary party and without breach by the party of this provision or any other confidentiality obligation in law; or
- 13.1.5 the Principal wishes to supply information to the Overseas Investment Office, Commerce Commission or other applicable government authority.

- 13.2 The Principal and the Manager will promptly return or destroy that information (and any derivative from it) as requested in writing by the proprietary party provided that the Manager may retain documents and records referring to that information which it is required by law to keep or located on a server as a result of automatic back up of data. The Manager will require its Representatives, and the Principal will require the Principal's Representatives, to comply with this provision and will be responsible for non-compliance by any of them.

### **Public relations**

- 13.3 The Manager will not by itself, its Affiliates, agents or sub-contractors, communicate with the press, television, radio or other media on, or otherwise use information on, any matter concerning this agreement, the Principal's or its Affiliates' projects or the Principal or its Affiliates without the prior written approval of the Principal. The Manager must immediately alert the Principal to any potential media or publicity issues relating to the terms of this agreement, the Land of the Principal and its Affiliates if they arise.

### **No use of IKEA / Ingka logo**

- 13.4 The Manager shall not use the IKEA or Ingka name or IKEA or Ingka logo for commercial or marketing purposes.

### **Reputation**

- 13.5 The Manager acknowledges that its activities may affect the goodwill and reputation of the Principal and its Affiliates, and accordingly the Manager must not do anything which brings, or would be likely to bring, the Principal or its Affiliates into disrepute.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### 14 NOTICES

#### Giving notices

14.1 Except as expressly otherwise set out in this agreement, any notice, consent, approval or other communication (each a **Notice**) given to a party under this agreement is only given if it is in writing and sent in one of the following ways:

14.1.1 Delivered to that party at its physical address and marked for the attention of the relevant department or officer (if any) set out below.

14.1.2 Posted to that party at its postal address and marked for the attention of the relevant department or officer (if any) set out below.

14.2 Emailed to that party at its email address and marked for the attention of the relevant department or officer (if any) set out below.

#### Manager

Name: Company X

Physical Address:

Postal Address:

Email:

Attention:

#### Principal

Name: Ingka Investments Management NZ Limited

Physical Address: C/O DLA Piper New Zealand

Postal Address: Level 15, PwC Tower  
15 Customs Street West, Auckland 1140  
PO Box 160 Auckland 1140

Email: kelvin.meredith@ingka.com

Attention: Kelvin Meredith - Forestland Country Manager

#### Change of address

14.3 If a party gives the other party three business days' notice of a change of its physical address, postal address or email address, any Notice is only given by that other party if it is delivered, posted or emailed to the new physical, postal or email address.

#### Time notice is given

14.4 Any Notice including under any other clause of this agreement is to be treated as given at the following time:

14.4.1 If it is delivered, when it is left at the relevant address.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

14.4.2 If it is sent by post, three (or, in the case of a Notice posted to another country, nine) business days after it is posted.

14.4.3 If it is sent by email, on the date and time the email is sent (as shown in a confirmation of the email generated by the sender's computer system which indicates that the email was sent to the email address of the recipient notified for the purpose of this clause and provided that the sender's computer system has not generated a record that the email has not been received).

14.5 However, if any Notice is given on a day that is not a business day, or after 5.00pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

## 15 MISCELLANEOUS

### Approvals and consents

15.1 Unless this agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.

15.2 Where this agreement refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

### Assignments and transfers

15.3 This agreement is to be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

15.4 Subject to clause 15.5, a party must not assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

15.5 The Principal may assign this agreement to any of its Affiliates without the prior written consent of the Manager.

15.6 Any Change in Control in respect of a party that is a company is deemed to be an assignment of that party's rights and obligations under this agreement.

### Contract and Commercial Law Act 2017

15.7 Unless this agreement expressly provides otherwise, this agreement is not intended to confer a benefit on any person or class of persons who is not a party to it.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### **Costs**

- 15.8 Except as otherwise set out in this agreement, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this agreement and any document related to this agreement.

### **Entire agreement**

- 15.9 This agreement (including the Ingka Terms of Engagement) contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document, or anything said or done by or on behalf of another party before this agreement was executed.

### **Prevailing terms**

- 15.10 The terms of this agreement prevail over the Ingka Terms of Engagement to the extent of any inconsistency.

### **Execution of separate documents**

- 15.11 This agreement is properly executed if each party executes either this document or an identical document (including by way of application of a party's electronic signature, in accordance with part 4 of the Contract and Commercial Law Act 2017). In the latter case, this agreement takes effect when the separately executed documents are exchanged between the parties.

### **Further acts**

- 15.12 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this agreement and all transactions incidental to it.

### **Relationship between the parties**

- 15.13 Nothing in this agreement creates, constitutes or evidences any partnership, joint venture, agency or trust relationship between the Principal and the Manager, and the Manager may not make, or allow to be made, any representation that such relationship exists. The Manager will not have the authority to act for, or to incur any obligation on behalf of, the Principal, except as expressly provided for in this agreement.
- 15.14 In the performance of the Services and for all other purposes of this agreement, the Manager shall be an independent service provider responsible, inter alia, for payment of its contractors and for industrial relations with its employees.
- 15.15 The parties acknowledge that the Manager undertakes responsibility for performing its obligations under this agreement on the basis that the Manager will enter into contractual commitments with third parties for forestry operations in relation to the Services as principal



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

and not as the agent of the Principal. This agreement makes provision for payment of all reimbursable costs incurred by the Manager in relation to those contractual commitments.

- 15.16 The title to any goods purchased by the Manager to be supplied under this agreement will pass to the Principal free from any security interest on payment of those goods by the Principal.

### **Governing law and jurisdiction**

- 15.17 This agreement is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

### **Severability**

- 15.18 Each provision of this agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this agreement in the relevant jurisdiction, but the rest of this agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

### **Variation**

- 15.19 No variation of this agreement will be of any force or effect unless it is in writing and signed by each party to this agreement.

### **Waivers**

- 15.20 A waiver of any right, power or remedy under this agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 15.21 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement does not amount to a waiver.



FOREST MANAGEMENT AND HARVESTING AGREEMENT

EXECUTION AND DATE

Date:

**Ingka Investments Management NZ Limited**  
by:

.....  
Signature of director

.....  
Signature of director

.....  
Name of director (print)

.....  
Name of director (print)

**Company X** by:

.....  
Signature of authorised person

.....  
Name of authorised person (print)

.....  
Office held



FOREST MANAGEMENT AND HARVESTING AGREEMENT

SCHEDULE 1

Land details

<b>Land</b> <i>Legal Description of land and/or attach map showing legal boundaries</i>	
<b>Forest Name</b>	
<b>Physical address of Forest</b>	
<b>Commencement Date</b>	

<b>Land</b> <i>Legal Description of land and/or attach map showing legal boundaries</i>	
<b>Forest Name</b>	
<b>Physical address of Forest</b>	
<b>Commencement Date</b>	/ /



FOREST MANAGEMENT AND HARVESTING AGREEMENT

SIGNED: For and on behalf of the Principal		For and on behalf of Company X	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	

MAPS OF LAND

**Attached** as Schedule 1(a) or as otherwise agreed between the Manager and the Principal.

ESTABLISHMENT PLANS

**Attached** as Schedule 1(b) or as otherwise agreed between the Manager and the Principal.

OPERATIONS PLANS AND BUDGETS

**Attached** as Schedule 1(c) or as otherwise agreed between the Manager and the Principal.





FOREST MANAGEMENT AND HARVESTING AGREEMENT

**SCHEDULE 2**

**Fixed fees for Consultancy work as requested – Time and disbursements**

Fee type: unit	Services	Price (excluding GST)
<b>Forest Management fee:</b> (\$/ha/year of Net Stocked Area)	<b>Management and supervision of standard forest management services such as but not limited to :</b> Budgeting and reporting HS&E Management Routine stakeholder engagement and water sampling Establishment tracking/road construction (includes road design excludes consenting and hydrology engineering) Pest control, shooting of deer & hares, trapping and poisoning as appropriate. Weed control operations, e.g. roadside & boundary spraying as maintenance operation. Forest fire protection and security, reporting, planning, administration and general management.	\$/ha/year
<b>Mapping, GIS &amp; GOEMASTER work</b> (\$/ha/year of Net Stocked Area)	Compartment and Stand Mapping, Operational records for GeoMaster™, Operational Maps	\$/ha
<b>Supervision Fees:</b> (charged as fixed \$/ ha)	Mechanical land preparation	\$/ha
	Aerial spraying – Desiccation and Releasing	\$/ha
	Planting (\$xx) – including survival assessments (\$xx)	\$/ha
	Blanking – (includes releasing and planting)	\$/tree
	Manual release (Spot Spraying)	\$/ha
	Pruning	\$/ha
	Thinning - Manual	\$/ha
	Thinning - Mechanical	\$/ha
<b>Professional Services</b>	Senior Staff – Consulting	\$/hr
	Senior Staff – Management	\$/hr
	Operational Staff	\$/hr



FOREST MANAGEMENT AND HARVESTING AGREEMENT

	Administration Staff	\$/hr
	GIS Mapping	\$/hr
Vehicle Use		\$/km
UTV Use		\$/day
Initial work securing FSC® certification	Charged actual fees + disbursements on monthly invoices	



## FOREST MANAGEMENT AND HARVESTING AGREEMENT



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### SCHEDULE 3

#### Services

##### Establishment Services:

- (a) Root raking and aerial spraying, as set out the Establishment Plan.
- (b) Light road maintenance to secure the access to the relevant blocks on the Land, as set out in the Establishment Plan.
- (c) Pest (eg: deer and goats) control on the ground by shooting (if applicable).
- (d) Securing of supply of Tree Stocks and entering into agreements for the purchase of Tree Stocks.
- (e) Undertaking planting in accordance with the Establishment Plan.
- (f) Use of data for planning and modelling forest growth and yields.
- (g) Any other applicable services set out in the Establishment Plan or otherwise agreed in writing between the Parties.

##### Ongoing Services:

- (a) Continued performance of the establishment Services listed above to the extent such Services are required to continue to be performed by the Manager following the establishment of the forest in accordance with best industry practice or as otherwise agreed between the parties.
- (b) Managing the Land in accordance with the Operations Plan and Budget.
- (c) Inspections and meetings as required.
- (d) Preparation of annual work plans and budgets including pre-assessment.
- (e) Operations planning and scheduling.
- (f) Preparation of job prescriptions and contractor documentation.
- (g) H&S documentation and audits.
- (h) Environmental management.
- (i) Drug & alcohol testing of employees, contractors and all other persons performing the Services.
- (j) Supervision and quality control.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- (k) All silvicultural treatments including pruning and thinning (mechanical and non mechanical)
- (l) Production thinning
- (m) Forest inventory.
- (n) Monitor & arrange training of employees, contractors and all other persons performing the Services.
- (o) Property and infrastructure maintenance.
- (p) Monitor & maintain forest health.
- (q) Weed and animal control.
- (r) Provide forest protection including insurance, forest access and security, preparation of fire plans, fire prevention and suppression.
- (s) Contractor and creditor payments and authorisation of accounts.
- (t) Preparation of management and operational reports.
- (u) Maintenance of mapping and stand record systems.
- (v) Understanding and compliance with regulatory requirements including planning, H&S and environmental legislation.
- (w) Management of third party arrangements particularly with regard to costing and production and contract and employment law.
- (x) Liaison & communication with neighbours, local authorities, and other stakeholders (DOC, Heritage NZ, local bodies, recreational users, environmental groups).
- (y) Assisting with media monitoring.
- (z) Advising the Owner of the Owner's statutory obligations in relation to the Land, and making recommendations to ensure compliance with the Owner's obligations.
- (aa) Any other services agreed in writing between the parties.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### Notes & Assumptions

All fees are fixed for the first two years of the Term. Any amendment after that time is to be agreed by the parties.

#### **Supervision & Management Fees- \$/ha**

A fixed charge per hectare for specific operations. Supervision documented as required and carried out to high industry standard.

Fees in this section include the following services for each operational activity:

- Pre-operation assessment and planning
- Scheduling
- Price setting and/or negotiation
- Pre-assessment
- Implementation
- Supervision
- Quality control
- Mapping & records
- Account and document administration
- Obtaining resource consents and meeting requirements of any consents for earthworks and land clearing
- New roading and road upgrading
- Construction of fire ponds
- Road and infrastructure maintenance including fences
- Weed control
- Pest control operations

Invoiced as a monthly fee based on the estimated total net stocked area of forest in each calendar year.

#### **Fire and Protection Services**

- Coordinating and liaising with Fire and Emergency New Zealand (FENZ) to ensure the Lands are adequately managed and protected in respect of fire.
- Providing maps and responding to reasonable requests from FENZ for data and/or information.
- Coordinating with FENZ to ensure its relevant employees and sub-contractors are trained in fire prevention, fire control and extinguishment as required.
- Immediate onsite response to any fire threatening the Forest if it is safe and practicable to do so.
- Responding to FENZ requests to assist with fire suppression activities on the Land.

#### **All Other Management Activity**

All other management activating, including accounting, reporting, operational management, health and safety, and environmental activities particularly:

- Annual Budget preparation including work programmes on a 5-year rolling cycle.
- Engagement and management of suitable sub-contractors.
- Operational management as required.
- Accounts payable and receivable, payment of contractors and suppliers and invoicing monthly
- Formal reporting as required including a monthly and bi monthly management report highlighting work planned and completed. Input for annual investment and statutory reporting



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- Preparation of forest management plans and other plans as required.
- Health and safety management including maintaining and administering a health and safety plan and policies which meet the obligations of a prudent Forest Manager.
- Maintenance of EMS and post operational environmental audits.
- Maintenance of FSC certification
- Engagement with local authorities as required to comply with statutory obligations and consents.
- Engagement with landowner representatives and neighbours as normal part of forest management.
- Initial correspondence, discussions, planning, and preparation carried out in advance of operations are included in the Fixed Management Fee.

### **Mapping GIS**

All mapping services carried out in house by staff, charged on a \$/ha basis.

### **FSC certification**

All services provided for the development of FSC certification plan and obtaining FSC certification carried out in house by staff, charged on a Fees + disbursements basis.

### **Miscellaneous Fees for Additional Services- \$/hr**

Management Services provided for additional services including:

#### **Sustainability and Stakeholder Engagement**

- For FSC certification and monitoring including extended stakeholder engagement.

#### **Forest Inventory**

- For specific purposes e.g. Permanent Sample Plots or Carbon Inventory for ETS registration.

#### **ETS Registration**

- All work required for registration to be completed by 3<sup>rd</sup> party using Company X data and records

#### **Forest Estate Modelling**

#### **Valuations**

- Development and maintenance of a live valuation model with external assistance.

**Attendance at extraordinary (outside of normal management listed above) meetings or extraordinary field visits at the request of the Principal.**

**Arrange any special surveys as required by the Principal.**

**Prepare any special reports or plans as required by the Principal.**



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### SCHEDULE 4

#### Ingka Terms of Engagement

##### Terms of Engagement (ToE)

###### Introduction

These *terms* have been developed in relation to the forestland investments of Ingka Group. We are committed to manage these investments based on our culture and values, in a responsible manner and in a healthy, safe, efficient and sustainable way. Our aim is to deliver high quality operations while setting good examples on responsible forest management and considering the best interest of people, in particular people's working conditions, planet and environment, both locally and globally.

These *terms* include mandatory requirements to be complied with by the contractors of an Ingka contract partner.

###### Legal compliance and Ingka Requirements

The provisions of these *terms* should be considered as a minimum set of requirements and are not intended to supersede national legislation or other accepted standards stipulating higher requirements applicable to our operations. More stringent applicable requirements should have priority over the provisions on these *terms*.

Should any provisions of these *terms* contradict national laws, the laws shall always be complied with and prevail. In such cases, the *contractor* shall immediately inform the relevant *Ingka contract partner*.

###### Confidentiality

The successful implementation of the *Terms* depends on the co-operation, mutual trust and respect between the *contractor* and Ingka. All oral and written information received from the *contractor* are to be treated confidentially by Ingka, its employees and any third party organizations appointed by Ingka.

Terms in *Italics* have the meaning ascribed to them in the Definitions section below.





## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### 1. General conditions

- 1.1 There are *routines* in place to ensure the applicable laws and regulations related to the contract and ToE requirements are implemented.
- 1.2 ToE requirements are communicated and applicable to all *sub-contractors*. The *contractor* has secured the right to perform ToE audits for itself and for *INGKA contract partner*.
- 1.3 ToE are communicated to all *workers* in a language understood by them.
- 1.4 There are *routines* on how to bring up issues and complaints regarding ToE related issues e.g. around discrimination, harassment or abuse. These grievance *routines* are well known to *workers*.

### 2. Business ethics

- 2.1 The *contractor* is aware of Ingka Group's position on business ethics; Ingka Group Business Ethics has been communicated to all *workers* in a language understood by them.
- 2.2 ToE relevant documents, records, reports etc. are transparent, correct and reliable.

### 3. Environment (Biodiversity, water, soil, air protection, waste management)

- 3.1 The *contractor* complies with all the restrictions, conditions or management measures established and communicated by INGKA contract partner for the different categories of *High Conservation Values*, biodiversity elements or protected areas overlapping the *working area*.
- 3.2 *Perennial waters* and the *buffer zones* around/along them will be protected during harvesting, transport, storage or other operations within the *working area*.
- 3.3 The contamination of water and soil with fuel, oil or other substances is prohibited and measures to avoid it are always applied.
- 3.4 The collecting paths are being designed and executed with a maximum care to ensure that soil compaction and erosion are minimized.
- 3.5 The *contractor* shall use only marked and agreed collecting paths.
- 3.6 When the transportation of logs or the process for collecting thereof causes the erosion of soil or deteriorates the roads or access way, any such transportation and collecting operations should be stopped.
- 3.7 After harvesting operations are completed, the skidder roads shall be brought to the initial status. To this end, the *contractor* shall take any requisite anti-erosion prevention measures.
- 3.8 Techniques and equipment that minimize impacts to vegetation, soil, air and water are used whenever feasible.
- 3.9 Waste is collected, stored, handled, transported and handed over/disposed according to the law, in a way that prevents contamination of air, ground and water, prevents risks of ignition/explosion and ensures *workers'* health and safety.
- 3.10 Any water, soil, air contamination is immediately acted upon, reported to relevant authority and to *INGKA contract partner*.
- 3.11 All applicable laws and regulations relating to environmental impact and protection, but not covered by the points of this chapter above are complied with.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### 4. Chemicals

- 4.1 The *contractor* keeps and updates a list of all Chemicals with the valid MSDS (Material safety Data Sheet) used throughout the validity of the contract concluded with INGKA contract partner. The MSDS is in a language understood by the workers.
- 4.2 *Routines* for the purchasing, storage, handling, use of *Chemicals* and emergency response routines are implemented by the contractor.
- 4.3 *Workers* handling *Chemicals* have the right competence and they are adequately trained in handling, using and storing *Chemicals*.
- 4.4 *Chemicals* are stored, handled and transported in a way that prevents emissions to air, ground and water and risks of ignition/explosion, and that protects the health and safety of *workers*. Applicable information regarding the risks and safe handling of chemical compounds and substances is displayed at storage areas and in operations areas where the *Chemical* is used.
- 4.5 All chemical containers are properly labelled with appropriate and easy to understand explanations, to ensure that *workers* are aware of the contents of the containers and the associated risks.
- 4.6 Applicable laws and regulations relating to purchasing, storage, handling, use and transportation of *Chemicals*, but not covered by the points of this chapter above are complied with.

### 5. Emergencies and fire prevention

- 5.1 Site emergency plans are developed and implemented. They include potential hazards and emergency scenarios (fire, natural disasters, etc.), evacuation *routines* and defined roles and responsibilities during emergency situations.
- 5.2 *Workers* are made aware of basic fire safety issues before starting work and trained on using the firefighting equipment.
- 5.3 Appropriate firefighting equipment is available on *machinery* and *shelters*.
- 5.4 The firefighting equipment is unlocked, easily accessible, identifiable from a distance and properly maintained (valid and in proper functioning).
- 5.5 The firefighting equipment is inspected internally or by an authorized external company at least once every 12 months. Records of maintenance are kept and/or stickers/tags placed on the equipment.
- 5.6 Applicable laws and regulations relating to fire protection but not covered by the points of this chapter above are complied with.
- 5.7 If fire inspections result in required corrective actions, the corrective actions are documented and completed within the specified timeframe.

### 6. Worker health and safety

- 6.1 A *risk assessment* has been done for each *working area*. It is updated if technological solutions/operations are changed.
- 6.2 A *routine* for reporting, analysing, following up and acting on Incidents and accidents is implemented.
- 6.3 The contractor will inform the relevant *competent authorities* and INGKA contract partner as soon as possible, about any *Accident* occurred on the property owned or managed by INGKA contract partner.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 6.4 Only the persons assigned to carry out the relevant works are present in the *working area*. Safety information and/or warning signs are clearly visible at the access points to the *working area*.
- 6.5 The *contractor* should ensure that all *workers*, as well as sub-contractors and their *workers* and self-employed persons, are prevented from exposure to severe health or safety hazards, which are to be understood as health or safety hazards that are likely to pose an immediate risk of causing death or permanent injury or illness, and are:
  - a) sufficiently educated and trained in the tasks they are assigned to and such trainings are renewed as required, as well as hold the relevant skills certificates;
  - b) informed about all identified risks for safety and health in their respective activity;
  - c) suitably instructed in the hazards connected with their work and environment, as well as trained in the precautions necessary to avoid *accidents* and injuries to health;
  - d) made aware of the relevant laws, regulations, requirements, codes of practice, instructions and advice relating to prevention of *accidents* and diseases;
  - e) informed of their individual and collective responsibility for safety and health;
  - f) sufficiently instructed in the use and protective effects of and the care of personal protective equipment;
  - g) provided free of charge with appropriate personal protective equipment;
  - h) wearing the personal protective equipment always when in the *working area*;
  - i) trained to properly react in case of an accident, an emergency and/or an evacuation.
- 6.6 All *machinery* and other equipment used in operations are safe to use and equipped with the necessary safety devices in order to prevent injuries.
- 6.7 In accordance with the specifics of the work, the *contractor* shall:
  - a) ensure that all equipment, tools and machines which are required for safe working are available;
  - b) ensure that all equipment, tools and machines are inspected, certified and maintained in safe and in useable condition, according to legal requirements.
- 6.8 **Well-maintained *first-aid kits* should be readily available at the *working area* and should be protected against contamination by moisture and debris. These kits should be clearly marked and contain nothing other than first-aid equipment.**
- 6.9 The *first-aid kits* shall contain equipment which is appropriate and sufficient based upon the size of the team, the extent of the activities performed as well as the potential risk of injury and should be inspected regularly in order to secure its completeness and utility.
- 6.10 An adequate number of *workers* should be trained in basic first aid. Trainings are renewed at least once every 24 months or according to legal requirement.
- 6.11 During periods with extreme weather conditions (extreme temperatures either high or low), the *contractor* shall take the measures to ensure appropriate working conditions (e.g. providing drinking water, frequent breaks, hot drinks etc.).
- 6.12 Clean drinking water is provided to all *workers* free of charge.
- 6.13 Adequate place(es) where *workers* can rest and eat during their breaks is/are available.



- 6.14 All *workers* have been actively communicated/informed that any work under the influence of alcohol, illegal drugs or any similar substance which poses a danger to their safety within the Working area is strictly prohibited.
- 6.15 Applicable laws and regulations relating to health and safety but not covered by the points of this chapter above are complied with.

**7. Recruitment, Working hours, wages and benefits**

- 7.1 A *legal form of employment* is available for each worker before they start work which specifies terms of employment in a way understood by the worker.
- 7.2 The *contractor* must not use *child labour, forced labour, prison labour, bonded labour* or otherwise imposed or involuntary labour; proof of age of all workers is in place. Any confirmed case of *child, forced, bonded or prison labour*, is immediately reported to INGKA.
- 7.3 The *contractor* has a documented routine to prevent *child labour* which is continuously implemented.
- 7.4 *Workers* have not been charged, directly or indirectly, any fees or commission related to the recruitment and/or employment process; if the recruitment agent has requested any such fee, the *worker* has been reimbursed by the *supplier*.
- 7.5 Payrolls and attendance records relating to the documented payment of wages and working hours for each *worker* are maintained.
- 7.6 *Workers* are not working more than sixty (60) hours per week, including overtime; *workers* have at least one day off in seven, as well as a transparent and reliable system for records of working hours and wages for all *workers* is maintained; overtime hours are on a voluntary basis.
- 7.7 *Workers'* wages, including compensation for overtime, are paid on time at regular intervals and at least monthly.
- 7.8 *Workers* have not been requested to provide deposits and have not been offered wage advances or loans with the consequence of indebting the *worker* and binding him or her to employment.
- 7.9 *Workers* are not requested to pay any deposits.
- 7.10 *Workers* have the freedom to terminate employment at any time according to the agreed notice period, without penalty or salary deductions.
- 7.11 Unless regulated by law, *workers* are not paid less than the legal minimum wage as established at the national level.
- 7.12 *Workers* are compensated for additional living costs resulting from working away from their base location.
- 7.13 Pay slips or other similar documents with complete pay information are provided/signed at the end of each pay period.
- 7.14 *Workers* have time off from their job according to applicable legislation, local traditions and standards.
- 7.15 *Workers* are provided with appropriate time off for meals and breaks.
- 7.16 *Workers* are provided with all legally mandated benefits such as medical insurance, social insurance, pensions etc. to which they are entitled.
- 7.17 Vocational trainees above 18 years of age receive compensation for work performed while training.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 7.18 Accident insurance is provided to all workers, covering medical treatment for work related *accidents* and compensation for work related accidents resulting in permanent disability.
- 7.19 *Workers* are free to exercise *collective bargaining* without fear of reprisal, intimidation or harassment.
- 7.20 Daily temporary *workers* are provided with all legally mandated benefits.
- 7.21 Corrective actions required as a result of labour inspections or equivalent are documented and completed within the specified timeframe.
- 7.22 Applicable laws and regulations relating to *workers'* employment, but not covered by the points of this chapter above are complied with.

### 8. Accommodation

- 8.1 *Accommodation* provided offers adequate and safe conditions.
- 8.2 The average living space is not less than 4.0 m<sup>2</sup> per individual.
- 8.3 Housing facilities are adequately ventilated and/or heated.
- 8.4 *Workers* are provided with their own individual bed/mattress or sleeping mat.
- 8.5 All facilities are regularly cleaned and maintained in good condition.
- 8.6 Areas where food service is prepared, provided or consumed, meet local sanitation and hygiene regulations.
- 8.7 The requirements on fire safety in *accommodation* are: competence and training of *Workers*, firefighting equipment, evacuation procedure.
- 8.8 Applicable laws and regulations relating to accommodation, but not covered by the points of this chapter above are complied with.

### 9. Discrimination, harassment and abuse

- 9.1 There is no discrimination with regards to *Workers* based on race, religion, *gender identity*, marital or family status, age, political affiliation, nationality, physical ability, *sexual orientation*, *ethnicity* or any other dimension of their identity during recruitment and employment. All *workers* have equal rights and social benefits, unless legal restrictions apply.
- 9.2 The *contractor* does not engage in, support or allow any form of *harassment* or abuse on any *worker*, including contracted and sub-contracted *workers*, in the *working area* or living space.
- 9.3 Applicable laws and regulations relating to discrimination, *harassment* and abuse, but not covered by the points of this chapter above are complied with.

### 10. Timber legality and social aspects

- 10.1 The *contractor* shall not carry out illegal logging or other unauthorized or illegal activities (such as, without limitation, poaching) in the working area.
- 10.2 If required, the *contractor* has a *due diligence system* in place to avoid use of illegally harvested timber.
- 10.3 The *contractor* shall obtain the relevant use rights (including access and storing rights) from the owners or administrators of the neighboring lands used or accessed in order to execute the contract, if not done by INGKA contract partner.
- 10.4 Restrictions (tonnage and time of use) for access roads are respected.



FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 10.5 Any conflict or potential conflict shall be reported as soon as possible to INGKA contract partner.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### Definitions for the purposes of Ingka Terms of Engagement

**Accident** –any occurrence that leads to any kind of injury.

**Accommodation** - a housing arrangement provided by an employer consisting of sleeping quarters or an entire building primarily providing rooms for individuals, families or for groups of Workers.

**Buffer zones** – Area on each side of the banks and above the head of perennial watercourses and other drains or bodies of water where extra precaution in carrying out forest practices is needed to protect bank edges and water quality.

**Chemicals** – means chemical substances and products including but not limited to: lubricant oil, diesel, glue, lacquer, solvents, paints, dyes, hardeners, stains, waxes, acids, salts, additives, gases etc.

**Client** –buyer of timber and/or harvesting rights from Employer.

**Collective labour Agreement** - a contract between the employer and the employees acting through the agency of the representative organization or group.

**Collective bargaining** - is defined as negotiations between employer and Worker representatives (freely and independently chosen by the Workers).

**Contractor** - Client and/or Supplier.

**Employer** – [company name].

**Environmental permit or Licenses** - written authorization, license or equivalent regulatory document issued by the competent authority to implement the requisite legal requirements.

**Ethnicity** - culture of heritage, who you are as a “people”, belonging to a certain culture with a common language or dialect, traditions, etc.

**Firefighting equipment** – fire extinguishers and other appropriate tools or accessories, as required by the relevant regulations, for the intervention in case of fire.

**First – aid kit** - kit with tools and medicines for first aid intervention.

**Forced labour** - work or service that a person is compelled to carry out under any threat of punishment or confiscation of personal belongings, and for which work the person has not offered to participate voluntarily.

**FSC®** – stands for the Forest Stewardship Council® (FSC), an independent, not for profit, nongovernment organization established to support environmentally appropriate, socially beneficial, and economically viable management of the world's forests.

**Gender identity** - people’s inner sense of their gender as women, men, or transgender.

**Harassment** – can be any offensive act, comment or display that humiliates insults or causes embarrassment, or any act of intimidation or threat. It includes, but is not limited to:

- serious or repeated rude, degrading or offensive remarks
- displaying sexist, racist or other offensive pictures, posters
- threats, intimidation or retaliation



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

*Hazardous operations* – any activities or operations that that present a high risk for the occurrence of an Accident.

*Hazardous waste* - waste that could cause harm to public health and/or the environment, as identified by local legislation.

*High Conservation Value Forests* - areas which possess and/or are needed for the existence and maintenance of High Conservation Values identified according to FSC® Standard.

*Incident (near miss)* - is a situation in the workplace that could easily have resulted in injury or damage to people and/or the environment.

*Ingka contract partner* – relevant Ingka Group Forestland Company that has entered into a business relation (contract) with the contractor.

*Legal form of employment* - a contract or other form (including daily workers registry) used in labour law to attribute rights and responsibilities and govern the relationship between the employer-employee.

*Logging sites* - forest area where timber harvesting activities are carried out.

*Machinery* – tractors, skidders, trucks, chainsaw and other mechanical equipment used for carrying out forest activities.

*MSDS* – stands for Material Safety Data Sheet, a written document that provides Workers and emergency personnel with Routines for handling or working with chemical substances in a safe manner.

*Perennial watercourses* – watercourses that are flowing at least 90% of the year under normal climatic conditions.

*Prison labour* –work involving prison workers.

*Routine* –a procedure or set of instructions (written or presented in pictures, signs or diagrams) setting a specific working order for an activity or process.

*Sexual orientation* - homosexuality, bisexuality, heterosexuality, pansexuality and asexuality.

*Shelters* – temporary forest facilities used for protection from inclement weather and for spending breaks, taking meals and drying and storing clothing, at or within easy access of the Working area. If the climatic conditions require, shelters should be equipped with facilities for heating and warming food.

*Supplier* – a person or entity providing services under a given specification and at a predetermined cost under the terms of a contract for services, but not under a contract of employment. For the purpose of these Terms suppliers include sub-suppliers.

*Terms* – Terms of Engagement or (TOE).

*Young worker* - Young workers are persons under 18 years of age, but above the minimum working age, who are engaged in work.

*Worker* - any person engaged in forestry activities.

*Working area* – any area/site where forestry activities are carried out within the scope of Contractor's engagement.





FOREST MANAGEMENT AND HARVESTING AGREEMENT



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**SCHEDULE 5****Land details and individual forest fees for any Additional Land**

<b>Land</b>	
<i>Legal Description of land and/or attach map showing legal boundaries</i>	
<b>Forest Name</b>	
<b>Physical address of Forest</b>	
<b>Additional Land Commencement Date</b>	

<b>SIGNED: For and on behalf of the Principal</b>		<b>For and on behalf of Company X</b>	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:	/ /	Date:	/ /

**MAP OF LAND**

**Attached** as Schedule 5(a) or as otherwise agreed between the Manager and the Principal.

**ESTABLISHMENT PLAN**

**Attached** as Schedule 5(b) or as otherwise agreed between the Manager and the Principal.

**OPERATIONS PLAN AND BUDGET**

**Attached** as Schedule 5(c) or as otherwise agreed between the Manager and the Principal.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

### SCHEDULE 6

#### Terms of Harvesting and Sales Commitment

#### 1 DEFINITIONS AND INTERPRETATION

##### Definitions

1.1 In this schedule, unless the context otherwise requires:

**Bank Account** means the bank account to be established by the Manager in accordance with paragraph 2.3.5.

**Block** means a block of standing trees within the Land as set out in an applicable Harvesting and Sales Commitment.

**Confirmation of Completion of Harvesting** means the written confirmation signed by the parties confirming that the harvesting operations of a Block is completed in accordance with the terms of this agreement, as set out in Schedule 8.

**Forest Products** means logs, wood chips and other forest produce resulting from harvesting operations carried out on a Block in accordance with this agreement.

**Gross Sales Price** means the purchase price of the Forest Products.

**Harvesting Fee** means the fee payable by the Principal to the Manager for the Harvesting Services as set out in the Harvesting and Sales Commitment.

**Harvesting Plan** means the written plan and budget for the Harvesting Services in respect of a Block, including:

- (a) the Block map;
- (b) pre-harvest inventory;
- (c) Production Cost estimates;
- (d) harvesting techniques;
- (e) harvesting timing; and
- (f) KPIs,

as prepared by the Manager in accordance with paragraph 2.2.2, as amended by agreement in writing by the parties from time to time.

**Harvesting and Sales Commitment** means the form attached as Schedule 7, completed and signed by the parties in respect of a Block.

**Harvesting and Sales Services** means the Harvesting Services and the Sales Services.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**Harvesting Services** means the harvesting services to be provided by the Manager to the Principal in respect of a Block, as set out in paragraph 2.2.

**KPIs** means the key performance indicators for the Harvesting Services, including HSE, quality and production volumes, as included in the Harvesting Plan.

**Log Grades** means the grades and specifications for logs as set out in the applicable Harvesting and Sales Commitment.

**Net Stumpage Value** means the amount payable by the Manager to the Principal in respect of a month and shall be calculated by deducting the Production Costs for that month from the proceeds of the Gross Sales Price for that month. For the avoidance of doubt, the proceeds of the Gross Sales Price only includes monies actually received by the Manager for sale of the Forest Products and does not include amounts which are owed by purchasers of Forest Products but have not been paid.

**Production Costs** means all direct costs incurred by the Manager in providing:

- (a) the Harvesting Services; and
- (b) the Sales Services,

including:

- (c) development of the Harvesting Plan and the Sales Plan;
- (d) pre-harvest inventory assessment field plotting;
- (e) routine resource consent application costs;
- (f) road design and engineering costs;
- (g) costs for transporting machinery and equipment to the Block;
- (h) harvesting operations costs;
- (i) cartage costs;
- (j) weighbridge charges;
- (k) reinstatement costs for the Block;
- (l) specialist fees; and
- (m) other reasonable costs which are necessarily incurred or expended in carrying out harvesting operations or completing the sale of Forest Products,

or otherwise determined in accordance with paragraph 4.5.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**Sales Plan** means the written plan and budget for the Sales Services in respect of a Block, including:

- (a) Production Cost estimates;
- (b) sales strategy;
- (c) limitations of volume to suppliers; and
- (d) a summary of the expected financial return to the Principal,

as prepared by the Manager in accordance with paragraph 2.3.1.

**Sales Report** means the monthly sales report provided by the Manager to the Principal in respect of a Block and the preceding month, including:

- (a) Log sale volumes; and
- (b) Log Grades.

**Sales Services** means the Forest Product sales services to be provided by the Manager to the Principal in respect of a Block, as set out in paragraph 2.3.

### Interpretation

- 1.2 Unless this schedule expressly provides otherwise, a reference to a paragraph is a reference to a paragraph to this schedule.

## 2 HARVESTING AND SALES SERVICES

- 2.1 The Principal may engage the Manager to provide the Harvesting and Sales Services on a Block, and the Manager may agree to provide the Harvesting and Sales Services, by completing and signing a Harvesting and Sales Commitment in relation to the Block.

- 2.2 The Harvesting Services are to include all of the following:

### Preparatory Harvest Services

- 2.2.1 undertaking area mapping and inventory fieldwork in respect of a Block;
- 2.2.2 developing an initial Harvesting Plan in respect of a Block;

### Pre-Harvest Activities

- 2.2.3 managing the application and appeal of relevant planning and land use permits and consents;
- 2.2.4 attending environmental hearings;



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 2.2.5 constructing, upgrading and maintaining access roads, tracks, skid sites and log landing areas;

### **Harvesting and Cartage**

- 2.2.6 log felling, delimbing and cross cutting;
- 2.2.7 log hauling and cartage;
- 2.2.8 scheduling and managing docket control requirements for log transport;
- 2.2.9 auditing load dockets;
- 2.2.10 assessing and auditing Log Grade;
- 2.2.11 collecting UAV survey data;
- 2.2.12 reconciling harvest volumes and budgets;

### **Post-Harvest**

- 2.2.13 conducting cutover inspections;
- 2.2.14 removing waste;
- 2.2.15 reinstating the Block, including remedial work, slash management;
- 2.2.16 disestablishing extraction tracks with cut outs, unless the Principal instructs the Manager to retain the track for future access;

### **KPIs**

- 2.2.17 submitting to the Principal monthly update reports on the KPIs;
- 2.2.18 attending 6-monthly meetings to review and amend the KPIs; and

### **Ongoing Services**

- 2.2.19 performing the ongoing services as described in Schedule 3, as applicable to the provision of the Harvesting Services.

- 2.3 The Sales Services are to include all of the following:

### **Managed Sale**

- 2.3.1 developing a Sales Plan in respect of a Block;
- 2.3.2 marketing of Forest Products to (domestic and export) customers, and sourcing purchasers for the sale of the Forest Products;
- 2.3.3 facilitating the sale of Forest Products;



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 2.3.4 obtaining finance and payment insurance;
- 2.3.5 opening and managing the Bank Account;
- 2.3.6 receiving of sales revenue from purchasers of the Forest Products into the Bank Account;

### **Reporting**

- 2.3.7 submitting the Sales Report; and

### **Ongoing Services**

- 2.3.8 performing the Ongoing Services as described in Schedule 3, as applicable.

## **3 MANAGER'S DUTIES AND RESPONSIBILITIES**

- 3.1 In performing the Harvesting Services, the Manager must do all of the following:
  - 3.1.1 Comply with the Harvesting Plan.
  - 3.1.2 Ensure that Forest Products:
    - (a) are produced to maximise profitability of the Principal; and
    - (b) meet the Log Grades and are otherwise of merchantable quality.
  - 3.1.3 Remove all merchantable timber from the Block, unless the removal of the timber would create a health and safety risk, would be economically unviable or would breach relevant codes of practice. The allowances of merchantable timber left on the cut over, including within stacks and slash heaps around the skids, shall be 15m<sup>3</sup> per hectare for the site.
  - 3.1.4 Comply with the Manager's duties and responsibilities as set out in clause 3 of the agreement, as applicable to the provision of the Harvesting Services.
- 3.2 At the completion of the Harvesting Services in respect of a Block, the Principal and Manager will complete and sign a Confirmation of Completion of Harvesting.
- 3.3 In performing the Sales Services, the Manager must do all of the following:
  - 3.3.1 Comply with the Sales Plan.
  - 3.3.2 Act in the best interests of the Principal in terms of achieving the best mix of optimal stumpage return and commercial risk.
  - 3.3.3 Treat and market the Forest Products in the same manner it treats and markets its own and other third parties' forest products.



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 3.3.4 Not sell the Forest Products in sales bundles combined with its own or other third parties' forest products.
- 3.3.5 Sell the Forest Products only to appropriately credit insured parties and where insurance cannot be adequately confirmed the Manager will notify the Principal.
- 3.3.6 Sell the Forest Products using a sales contract in a form approved from time to time by the Principal.
- 3.3.7 Negotiate all sales as agent for the Principal, and shall conclude all sales contracts in the name of the Principal.
- 3.3.8 Obtain the approval of the Principal before finalising any sales contracts for a duration longer a term longer than one month.
- 3.3.9 Issue on behalf of the Principal tax invoices for all sales of Forest Products.
- 3.3.10 Comply with the Manager's duties and responsibilities as set out in clause 3 of the agreement, as applicable to the provision of the Sales Services.

## 4 FEES AND COSTS

### Harvesting Fee

- 4.1 The Principal will pay the Manager the Harvesting Fee, together with any GST on the Harvesting Fee:
  - 4.1.1 by deduction from the Gross Sales Price; or
  - 4.1.2 to the extent that the proceeds of the Gross Sales Price are insufficient to cover the Harvesting Fee, by payment in accordance with paragraph 4.3.
- 4.2 Prior to the 10th day of each month following a month in which Harvesting Services have been performed under this agreement, the Manager shall deliver a tax invoice (as defined in the Goods and Services Tax Act 1985) in respect of the Block, setting out details of the Harvesting Fee due and payable for previous month. Invoices shall be detailed in such manner, and supported by such documentary evidence as the Principal may from time to time reasonably require.
- 4.3 Subject to receiving the tax invoice in accordance with paragraph 4.2, the Principal is to pay to the Manager the amount of the invoice for the Harvesting Fee for the preceding month. The Principal will pay the amount of the tax invoice no later than the 20th day of the month following the month in which the Services have been rendered.

### Production Costs

- 4.4 Subject to this paragraph 4, the Principal will pay the Manager the Production Costs, together with any GST on the Production Costs:





## FOREST MANAGEMENT AND HARVESTING AGREEMENT

- 4.4.1 By deduction from the Gross Sales Price
- 4.4.2 to the extent that the proceeds of the Gross Sales Price are insufficient to cover the Production Costs, by payment in accordance with paragraph 4.9.
- 4.5 The Production Costs shall be estimated:
  - 4.5.1 in respect of the Harvesting Services in the Harvesting Plan; and
  - 4.5.2 in respect of the Sales Services in the Sales Plan.
- 4.6 Production Costs will only be payable by the Principal in accordance with the Harvesting Plan and the Sales Plan, with any variations to be separately agreed in writing between the Manager and the Principal.
- Production Costs payment and invoicing**
- 4.7 Prior to the 10th day of each month following a month in which Harvesting and Sales Services have been performed under this agreement, the Manager shall deliver:
  - 4.7.1 the Sales Report for the month;
  - 4.7.2 a summary of all Production Costs due and payable, together with details as the Principal may from time to time reasonably require;
  - 4.7.3 a calculation of the Gross Sales Price and the Net Stumpage Value for the month;
  - 4.7.4 other details as the Principal may from time to time reasonably require;
  - 4.7.5 tax invoices (as defined in the Goods and Services Tax Act 1985) for all sales of Forest Products and Production Costs; and
  - 4.7.6 supporting documentary evidence including copies of third party invoices, as the Principal may from time to time reasonably require.
- 4.8 The Manager will pay the proceeds of the Net Stumpage Value, plus GST, to the Principal's bank account in NZD no later than the 20th day of the month following the month in which the proceeds of sale of the Forest Products are received.
- 4.9 If the Production Costs exceed the proceeds of the Gross Sales Price in any given month, then subject to receiving tax invoices in accordance with paragraph 4.7.5, the Principal is to pay to the Manager the shortfall (i.e. the amount by which the Production Costs exceed the proceeds of the Gross Sales Price) no later than the 20th day of the month in which the invoices are provided to the Principal in accordance with paragraph 4.7.5.

## 5 LIMITATION OF LIABILITY

- 5.1 Despite clause 10. of this agreement, subject to paragraphs 5.2 and 5.3 and to the extent permitted by law, the maximum aggregate liability of the Manager to the Principal and Land



FOREST MANAGEMENT AND HARVESTING AGREEMENT

Owner under or in connection with the Harvesting and Sales Services whether in contract, tort (including negligence) or otherwise is limited to [\$1,000,000].

5.2 Paragraph 5.1 does not limit the Manager's liability:

5.2.1 in the case of fraudulent conduct, illegal act or omission, wilful or reckless misconduct or wilful default by the contractor in the performance of its obligations under the agreement;

5.2.2 if the contractor has abandoned the contract; and

5.2.3 in respect of any penalties applicable under any act, secondary legislation, instrument bylaw or licence.

5.3 Despite paragraph 5.1, where the level of any insurance policy that the Manager is required to effect and maintain under clause **Error! Reference source not found.** of the agreement is greater than the maximum aggregate liability of the contractor recorded in 5.1 and such policy responds to a loss (or would have responded but for any failure to claim and/or breach of the relevant insurance policy by the Manager, or due to the failure by the Manager to maintain an insurance policy, or due to the existence of this clause 5), the Manager's liability in respect of such loss shall be the level of cover under the applicable insurance policy.



FOREST MANAGEMENT AND HARVESTING AGREEMENT

**SCHEDULE 7**

**Harvesting and Sales Confirmation**

<b>Land</b>  <i>Legal Description of land and/or attach map showing legal boundaries</i>	
<b>Forest Name</b>	
<b>Physical address of Forest</b>	
<b>Commencement Date</b>	
<b>Harvesting Fee</b>  <b>(\$ per tonne)</b>	\$

<b>SIGNED: For and on behalf of the Principal</b>		<b>For and on behalf of Company X</b>	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	

**MAP OF BLOCK**

**Attached** as Schedule 7(a) or as otherwise agreed between the Manager and the Principal.

**HARVESTING PLAN**

**Attached** as Schedule 7(b) or as otherwise agreed between the Manager and the Principal.

**SALES PLAN**

**Attached** as Schedule 7(c) or as otherwise agreed between the Manager and the Principal.



FOREST MANAGEMENT AND HARVESTING AGREEMENT

SCHEDULE 8

Confirmation of Completion of Harvesting

<b>Land</b>  <i>Legal Description of land and/or attach map showing legal boundaries</i>	
<b>Forest Name</b>	
<b>Physical address of Forest</b>	
<b>Completion Date</b>	

The Manager confirms that it has completed all of its obligations under and in accordance with the Forest Management Agreement in respect of the Harvesting Services completed on the Block, and the Principal acknowledges that confirmation.

SIGNED: For and on behalf of the <b>Principal</b>		For and on behalf of <b>Company X</b>	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	



## FOREST MANAGEMENT AND HARVESTING AGREEMENT

**SCHEDULE 9****Allocation of Costs**

This schedule outlines tasks and functions the cost of which are to be covered by the Service Fees, or are a Direct Cost for the owner.

<b>Task / account classification</b>	<b>Direct Cost to Owner</b>	<b>Costs which are part of the Service Fees</b>
<b>Planning &amp; reporting</b>		
Maintenance of forest stand records		Y
Management plans and annual budgets		Y
Monthly, and Quarterly reports and monthly narration to support invoices		Y
Annual reporting.		Y
<b>Manager's office and staff administration</b>		
All		Y
<b>Information technology</b>		
IT network		Y
IT hardware and maintenance		Y
Owner-unique and specified software, if any, as agreed with Owner	Y	
Software – all other		Y
Communication charges – operational links and Manager business support		Y
Radio licences and network charges – specific to Owner business, if any	Y	
<b>Harvesting &amp; distribution costs</b>		
Contract pre-harvest inventory (PHI) assessment field plotting	Y	
Planning, supervising and analysing pre-harvest inventory (PHI assessment field plotting		Y
Harvest scheduling - Excel		Y
Harvesting and delivery supervision		Y
Harvest and engineering planning		Y
Routine resource consent applications		Y
Specialist professional planning and engineering services such as bridge/crossing/large culvert design, complex resource consent applications/consultation, surveying, RoadEng, CYANZ, LiDAR, CAD as agreed with owner.	Y	
Harvesting management and operational compliance and quality control		Y
Log value recovery audits		Y
Truck scheduling and dispatch services provided by third parties – If requested	Y	
Site clean-up	Y	

**SCHEDULE 12**  
**FORM OF AGREEMENT FOR ACCESS ARRANGEMENTS**

# Access Licence

[*Third party*]

Ingka Investments Management NZ Limited



DLA Piper New Zealand is part of DLA Piper, a global law firm operating through various separate and distinct legal entities.  
A list of offices and regulatory information can be found at [dlapiper.com](http://dlapiper.com).

This deed is made on 2025

## Parties

**Owner**  
Name [full name of third party land owner]  
Company Number 2486808

**Ingka**  
Name Ingka Investments Management NZ Limited  
Company Number 8148260

## Background

- A Greenheart Mangakahia Forest Land Limited (**Greenheart**) currently owns the [name of forest] in titles [title references for forest] (**[Name] Forest**) which adjoins the Owner's land at [address] in title [title reference for Land] (**Land**).
- B Greenheart currently has informal access from [name of road] to [Name] Forest over the Land.
- C Ingka has entered an agreement to purchase [Name] Forest, and Greenheart and Ingka have agreed to procure access rights for Ingka over the Land.
- D The Owner has agreed to grant an access licence to Ingka from [name of road] over the Land to [Name] Forest, on the terms set out in this deed.

## Agreed terms

### 1 Definitions and interpretation

- Definitions**
- 1.1 In this deed:
    - Access Area** means the part of the Land shown in [red] on the map attached at Schedule 1.
    - Commencement Date** means [settlement date under the sale and purchase agreement between Ingka and Greenheart].
- Interpretation**
- 1.2 In this deed, unless the context otherwise requires:
    - (a) a reference to a **business day** is day (other than a Saturday or a Sunday) on which banks are open for business in Auckland;



- (b) headings are inserted for convenience only and do not affect the interpretation of this deed;
- (c) a reference to **in writing** or **written** includes any method of representing or reproducing words in a legible form;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment, consolidation, replacement or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to a party includes that party's successors and permitted assigns;
- (f) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (g) a reference to **include, including, for example, in particular**, or words of similar effect, is to be interpreted without limitation; and
- (h) any schedules form part of this deed.

## 2 Grant of access

- 2.1 The Owner grants Ingka and its employees, agents, invitees and contractors, a licence to go, pass and re-pass at all times, and on reasonable notice, by day and by night, with or without vehicles, machinery and equipment of any kind, over and on the Access Area for the purposes of accessing the [Name] Forest.
- 2.2 Ingka's rights in respect of the Access Area are subject to the Owner's rights to:
  - (a) restrict access at times of high fire danger or during times that the Owner is using the Access Area, and in which the Owner considers there may be a health and safety risk; [and
  - (b) [use the Access Area for the Owner's forestry operations. *note delete if not over land used for forestry*]

## 3 Obligations of the parties

### Licence Fee

- 3.1 No licence fee is payable by the parties for the access granted under this deed.

### General obligations

- 3.2 Ingka must:
  - (a) comply with any guidelines or rules advised by the Owner from time to time in respect of the Access Area;
  - (b) only use the Access Area for operational forestry purposes;
  - (c) give the Owner prior notice of its intention to use the Access Area before use;

- (d) not undertake any activity on the Access Area other than permitted in clause 2.1, without first getting written permission from the Owner;
- (e) not do or permit anything to be done which will create a fire hazard on the Land; and
- (f) ensure its employees, agents, invitees and contractors using the Access Area, comply with its obligations under this deed.

#### **Health and Safety at Work Act 2015**

3.3 Each party must do all things reasonably necessary in relation to the use of the Access Area, to comply with the Health and Safety at Work Act 2015 (**HSW Act**) including:

- (a) taking all practicable steps to ensure that any person in, on or near the Access Area, is not harmed by any hazard (as defined in section 16 of the HSW Act) or risk arising in, on or near the Opouteke Forest or Land as the case may be;
- (b) participating in any of the other party's health and safety meetings and training as reasonably required by that party;
- (c) complying with the other party's reasonable health and safety protocols and procedures that relate to the Access Area, as notified from time to time by the other party; and
- (d) complying with any notice issued under the HSW Act.

#### **Maintenance**

3.4 Where the parties share the use of the Access Area, each of them is responsible for the repair and maintenance of the Access Area, and for associated costs (including costs of complying with any legal or regulatory requirements) proportionate to their respective use of the Access Area to keep the Access Area in good order and to prevent it from becoming a danger or nuisance.

#### **Liability**

- 3.5 Each party acknowledges and agrees that it will use the Access Area entirely at its own risk, and releases the other party to the maximum extent permitted by law from all liability which may arise because of its presence on or use of the Access Area.
- 3.6 Each party will be responsible for any damage caused by it to the Access Area or adjacent forest owned or controlled by the other party, including paying any costs incurred by the other party to remedy that damage.

### **4 Termination**

- 4.1 The rights under this deed will start on the Commencement Date and continue until either party terminates this deed on twelve months' notice to the other at any time (and subject to the provisions of clause 4.2).
- 4.2 The Owner may terminate this deed by notice to Ingka (without releasing either party for any liability for any antecedent breach), if Ingka has failed to perform any of the express or implied covenants, conditions or agreements in this deed to be performed by Ingka, and Ingka has failed to remedy that breach within the period specified in a notice served on Ingka under section 246 of the Property Law Act 2007.

## 5 Notices

### Giving Notices

- 5.1 Any notice, consent, approval or other communication (each a **Notice**) given or made under or in connection with this deed is only validly given if it is in writing, and sent to the relevant party at the physical or email address and for the attention of the person specified below, or as varied by notice given in accordance with clause 5.3.

#### Ingka

Name: Kelvin Meredith  
Physical Address: Unit 4 144 Third Ave Tauranga  
Email: Kelvin.meredith@ingka.com  
Attention: Kelvin Meredith

#### Owner

Name: [Name]  
Physical Address: [Physical address]  
Email: [Email address]  
Attention: [Name]

- 5.2 A Notice is only validly given if it is delivered in one of the following ways:

- (a) by hand or by courier; or
- (b) by email.

### Change of contact details for Notices

- 5.3 If a party gives the other party three business days' notice of a change of its physical or email address or of the person for whose attention Notices should be addressed, any Notice is only given by that other party if it is delivered, or emailed to the new physical, or email address.

### Time Notice is given

- 5.4 Any Notice which has been delivered in accordance with clause 5.2 is to be treated as given at the following time:
- (a) if it is delivered by hand or courier, when it is left at the relevant address; or
  - (b) if it is sent by email, on the date and time the email is sent (as shown in a confirmation of the email generated by the sender's computer system which indicates that the email was sent) provided that no automated message is received stating that the email has not been received.
- 5.5 However, if any Notice is given on a day that is not a business day, or after 5.00pm on a business day, in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day in that place.

## **6 Miscellaneous**

### **Assignments and transfers**

- 6.1 A party must not assign, transfer, charge or otherwise deal with any of its rights or obligations under this deed without the prior consent of the other party (that consent not to be unreasonably withheld).

### **Costs**

- 6.2 Except as otherwise set out in this deed, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this deed and any document related to this deed.

### **Counterparts and electronic signatures**

- 6.3 The parties agree that this deed may be executed in any number of counterparts (including by email or other electronic means). The counterparts, taken together, constitute one and the same instrument. This deed will be effective on the exchange (by electronic means or otherwise) of executed counterparts by all parties.

### **Severability**

- 6.4 Each provision of this deed is individually severable. If the whole or any part of any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this deed in the relevant jurisdiction. The severance of any provision in whole or in part will not affect the legality, validity or enforceability of the rest of this deed or of the provision in any other jurisdiction.

## WARNING AND DISCLAIMER

- This agreement is a standard form document. It is therefore likely that amendments and additions may need to be made in order to suit the circumstances of each of the vendor and the purchaser, and to suit the particular property involved. It is also important that you are certain that any amendments made correctly reflect your understanding of what has been agreed. **You should always get legal advice before you sign the agreement and throughout the buying and selling process.**
- ADLS and REINZ accept no liability whatsoever in respect of this document and any agreement which may arise from it.
- The vendor should check the correctness of all warranties made under clause 7, clause 8, and elsewhere in this agreement.
- In the case of a unit title, before the purchaser enters into the agreement, the vendor **must** provide to the purchaser a pre-contract disclosure statement under section 146 of the Unit Titles Act.
- The transaction may have tax implications for the parties and it is recommended that both parties seek their own professional advice regarding the tax implications of the transaction before signing, including:
  - the GST treatment of the transaction, which depends upon the GST information supplied by the parties and could change before settlement if that information changes; and
  - the income tax treatment of the transaction, including any income tax implications of purchase price allocation.

### PROFESSIONAL ADVICE SHOULD BE SOUGHT REGARDING THE EFFECT AND CONSEQUENCES OF ANY AGREEMENT ENTERED INTO BETWEEN THE PARTIES.

#### Acknowledgements

Where this agreement relates to the sale of a residential property and this agreement was provided to the parties by a real estate agent, or by a licensee on behalf of the agent, the parties acknowledge that they have been given the guide about the sale of residential property approved by the Real Estate Authority and a copy of the agency's in-house complaints and dispute resolution process.

The person or persons signing this agreement acknowledge that either:

- they are signing in a personal capacity as the 'vendor' or 'purchaser' named on the front page, or
- they have authority to bind the party named as 'vendor' or 'purchaser' on the front page.

#### WARNING (This warning does not form part of this agreement)

**Before signing**, each party should read this entire contract and should obtain all relevant professional advice.

This is a binding contract. Once signed, you will be bound by the terms of it and there may be no, or only limited, rights to terminate it.

Signature of Purchaser(s):



Name: Kelvin Meredith

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney\*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity



Name: Andriy Hrytsyuk

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney\*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

\*If this agreement is signed under:

- a Power of Attorney – please attach a **Certificate of non-revocation** (available from ADLS: 4098WFP or REINZ); or
- an Enduring Power of Attorney – please attach a **Certificate of non-revocation and non-suspension of the enduring power of attorney** (available from ADLS: 4997WFP or REINZ).

Also insert the following wording for the Attorney's Signature above:

Signed for [full name of the donor] by his or her Attorney [attorney's signature].

Signature of Vendor(s):



Name: DING WAI CHUEN

29 AUGUST 2025

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney\*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity



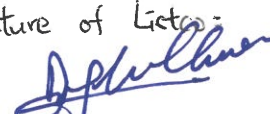
Name: CHEN CHUN HO

29 AUGUST 2025

Director / ~~Trustee~~ / ~~Authorised Signatory~~ / ~~Agent~~ / ~~Attorney\*~~

Delete the options that do not apply

If no option is deleted, the signatory is signing in their personal capacity

Signature of Listor  


Director (DING WAI CHUEN)

29 AUGUST 2025

**AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

**VENDOR:** Greenheart Mangakahia Forest Land Limited, and  
Greenheart Papakorakora Forest NZ Limited

Listco: Greenheart Group Limited

Contact Details:

**VENDOR'S LAWYERS:**

Firm: Thomson Wilson

Individual Acting: Vaughan Syers

Email: vbs@thomsonwilsonco.nz

Contact Details:

Email address for service of notices (clause 1.4): vbs@thomsonwilsonco.nz

**PURCHASER:** Ingka Investments Forest Assets NZ Limited

Contact Details:

**PURCHASER'S LAWYERS:**

Firm: DLA Piper New Zealand

Individual Acting: Martin Thomson and Pavanie Edirisuriya

Email: martin.thomson@dlapiper.com

Contact Details:

Email address for service of notices (clause 1.4): martin.thomson@dlapiper.com/ pavanie.edirisuriya@dlapiper.com /  
joy.campbell@dlapiper.com

**SALE BY LICENSED REAL ESTATE AGENT:** Private Treaty

Manager:

Salesperson:

Second Salesperson:

Contact Details:

Licensed Real Estate Agent under Real Estate Agents Act 2008

**© Auckland District Law Society Inc. (ADLS) & Real Estate Institute of New Zealand Inc. (REINZ)**

**IMPORTANT WARNING:** All copyright in and associated with this form and its contents is owned by ADLS & REINZ. A user of this form only acquires a limited non-exclusive licence to use it *once within a single transaction only*. The standard ADLS & REINZ contract terms apply, which also prohibit any form of distribution, on-selling, or reproduction, including copying, digitising or recreating the form by any means whatsoever.

ADLS & REINZ monitor the use of this form and may take enforcement action against any person acting in breach of these obligations. Copying or digitising this form and altering its standard text, without clearly identifying the alterations, is prohibited, and, in addition to copyright infringement, may also be a breach of the Fair Trading Act 1986 and misrepresentation.