

Special conditions

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

Details	Required date
Automatic condition: National Interest	
You must not, in relation to the Asset and Land, act or omit to act with a purpose or an intention of adversely affecting national security or public order.	At all times
Special condition 1: Land must be used for Forestry Activities	
The Land must be used exclusively, or nearly exclusively, for Forestry Activities except as otherwise permitted by these Conditions.	At all times
If you do not comply with this condition, Standard Condition 6 will apply, and we may require you to dispose of the Land.	
Special condition 2: Crop of trees must be harvested	
<p>You must ensure that no more than 5% (by area) of the crop of trees on the Land is older than the species age limit.</p> <p>For <u>Pinus radiata</u>, species age limit is 35 years.</p> <p>For <u>all other species</u>, the species age limit is as determined by LINZ.</p>	At all times
If you do not comply with this condition, Standard Condition 6 will apply, and we may require you to dispose of the Land.	
Special condition 3: Replant the crop of trees after harvest	
<p>You must replace each crop of trees you harvest with a new crop of trees (Replant). You may Replant on a like- for-like basis or on any similar basis.</p> <p>You must replant the 599.7 ha area of recently harvested land.</p> <p>This condition does not require you to:</p> <ul style="list-style-type: none"> (a) Replant the Land with the same species of tree; or (b) Do anything in breach of any other Act, regulation, rule, bylaw, or that is otherwise contrary to law. 	Within 3 years of harvest (or as otherwise permitted by this condition)

Details	Required date
For the avoidance of doubt, this condition does not require you to plant over archaeological or wāhi tapu area and does not limit Special Condition 1 (Land must be used for forestry activities).	
Special condition 4: Non-occupation outcome	
<p>None of the following people may occupy the Land acquired under this Consent:</p> <p>(a) You;</p> <p>(b) Any overseas person with a more than 25% ownership of control interest in any of the people in (a);</p> <p>(c) Any overseas person who occupies the Land other than on arm's length terms.⁶</p> <p>(d) Any overseas person who has a beneficial interest in, or beneficial entitlement to, the relevant interest in the Land;</p> <p>If (a) is a trust, any beneficiary (direct or indirect) who may benefit under the trust at the trustees' discretion.</p>	At all times
Special condition 5: Existing arrangements	
<p>You must implement and maintain:</p> <p>(a) any existing arrangements in respect of the Land that are for a specified purpose as set out in Regulation 29 of the Regulations (Arrangements).</p> <p>(b) all Arrangements, including Arrangements you did not identify in your application for consent.</p>	At all times
If you do not comply with this condition, Standard Condition 6 will apply, and we may require you to dispose of the Land.	
Special Condition 6: Protection of sites of significance	
You must:	
<p>(a) take appropriate steps to preserve any historic, wāhi tapu or archaeological sites on the land (Sites) in consultation with Iwi and Hapū, the Department of Conservation, the New Zealand Archaeological Association and the New Zealand Historic Places Trust); and</p>	At all times
<p>(b) comply with the provisions of the Heritage New Zealand Pouhere Taonga Act 2014 and any other relevant legislation in relation to the Sites.</p>	
<p>In relation to the heritage site number 6445, you must:</p> <p>(c) consult with Whakatane District Council to understand the obligations and provisions that may apply to this site.⁷</p>	

⁶ 'At arms length terms' has the meaning in clause 17, Part 5, Schedule 2 of the Overseas Investment Act 2005. In summary it means terms, for example under a lease (or other contract), that are on a reasonable commercial basis.

⁷ This is due to the fact that the site is scheduled in the Whakatane District Council Operative District Plan as site CH4 on 16.7.2 Schedule of cultural and archaeological heritage features.

Details	Required date
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 7: Permit system	
<p>You must continue to maintain a permit system to allow public access to the various parties who wish to access the land for recreational purposes.</p> <p>For the avoidance of doubt, access permits may be refused or be subject to reasonable limitations, for reasons including:</p> <ul style="list-style-type: none"> • prohibiting or limiting access for operational reasons (like during planting and harvest or to manage the risk of fire), • defining the times and frequency of access, entry and exit points, routes, and activities undertaken on the Land, • rules to manage for health and safety and other risks (including communications, insurance requirements, and induction processes), • to ensure the access does not disturb or cause a nuisance to the vegetation and activities on the Land. 	At all times
You must advertise and promote the permit system in one other way (in addition to advertisement on the forest managers website).	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 8: Log supply agreement	
You must continue to supply logs to Oji Fibre Solutions Limited pursuant to the existing agreement for sale and purchase of pulplog between GTI 8 New Zealand Limited and Oji Solutions Limited, dated 8 March 2018.	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 9: Environmental Programme Agreement	
You must comply with the protection activities and commitments agreed to under the Environmental Programme Agreement.	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 10: Agreement for open space covenant with QEII	
You must enter into an Open Space covenant ⁸ with QEII, pursuant to the QEII Covenant Agreement.	Pursuant to the agreement

⁸ Covenant number 5-03-1064.

Details	Required date
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special condition 11: Epic Events Land Use	
You must comply with the land use agreement entered into between GTI 8 New Zealand Limited and Epic Moto Limited T/A Epic Events, dated 20 October 2022.	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 12: Forestry management plans	
<p>Your forestry management plans must include processes to provide for the following:</p> <ul style="list-style-type: none"> (a) Ensuring that public access to unformed legal roads on the Land is not unreasonably or deliberately obstructed other than where required for reasonable health and safety reasons or to comply with condition c) below⁹, or that if any obstruction, encroachment, or restriction is required over an unformed legal road the local authority is contacted prior and the requirements of any relevant legislation are met; and (b) Ensuring (a) is complied with for the unformed legal road intersecting Tāneatua Forest that provides legal access to two adjoining blocks, Waiotane Scenic Reserve and ROT SA726/208. (c) Engaging with the Department of Conservation to take instruction on which roads will be blocked on the boundary of the conservation land. 	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 13: ETS Registration	
You must not register more than 5% (by area) of the crop of trees on the Land as “permanent forestry” (or in any category similar to permanent forestry) in the Emissions Trading Scheme established under the Climate Change Response Act 2002 (or any replacement for that scheme or enactment).	At all times
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special Condition 14: Comply with National Environmental Standards for Plantation Forestry	
You must comply with the Resource Management (National Environmental Standards for Plantation Forestry) Regulations 2017 (as amended), or any replacement to the regulations.	At all times

⁹ Particularly where this would impede access to adjoining public conservation areas.

Details	Required date
If you do not comply with this condition, Standard Condition 6 will apply and we may require you to dispose of the Land.	
Special condition 15: Engagement with local Iwi and Hapū	
<p>You must use reasonable endeavours to engage with Iwi and Hapū that have a legitimate interest in the Land, regarding:</p> <ul style="list-style-type: none"> • access to or protection of historic places, wāhi tapu and wāhi taonga (whether registered or not) to conduct their kaitiaki responsibilities • access to māhinga kai • access to Iwi or Hapū owned land adjoining the Land, • protection of waterways, • plant pest and animal pest control, or • commercial opportunities for Iwi and Hapū to work with You (such as by having opportunities to provide services to you). 	Initially by 31 December 2023 and thereafter, from time to time where relevant or where approached by Iwi and Hapū.
You must make initial contact with each Iwi and Hapū specifically listed in the definition of Iwi and Hapū and share the contents of this condition with them.	By 31 December 2023
You must establish a schedule of Iwi and Hapū with a legitimate interest in the Land.	By 31 December 2023
You must maintain the schedule of Iwi and Hapū with a legitimate interest in the Land.	At all times
<p>You must allow reasonable access on reasonable notice to the Land for Iwi and Hapū with a legitimate interest in accessing the Land, such as for:</p> <ul style="list-style-type: none"> • Access to or protection of historic places, wāhi tapu and wahi taonga (whether registered or not), to conduct their kaitiaki responsibilities, • access to mahinga kai, and • access to Iwi or Hapū owned land adjoining the Land. <p>For the avoidance of doubt, access may be subject to reasonable limitations, including:</p> <ul style="list-style-type: none"> • prohibiting the carriage of firearms or dogs, except for the purposes of mahinga kai. • prohibiting access for operational reasons (like during planting and harvest or to manage the risk of fire), • limiting the number of visitors (being Iwi and Hapū), the times and frequency of access, entry and exit points, routes, and activities undertaken on the Land, 	At all times

Details	Required date
<ul style="list-style-type: none"> rules to manage for health and safety and other risks (including communications, insurance requirements, and induction processes), And rules to ensure the access does not disturb or cause a nuisance to the vegetation and activities on the Land. 	
You must ensure that each Iwi and Hapū on the schedule is aware of their right access the land, and any standard rules, conditions or processes that You reasonably require them to comply with	By 31 December 2023 initially, and thereafter as required

Standard conditions

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

Details	Required date
Standard condition 1: Acquire the Land and Asset	
<p>You must acquire the Land and Asset:</p> <ol style="list-style-type: none"> by the date stated in the Consent. If you do not, your Consent will lapse or become invalid and you must not acquire the Land and Asset, and using the acquisition, ownership, and control structure you described in your application. <p>Note, only you - the named Consent Holder - may acquire the Land and Asset, not your subsidiary, trust, or other entity.</p>	As stated in the Consent
Standard condition 2: Tell us when you acquire the Land and Asset	
<p>You must tell us in writing when you have acquired the Land and Asset.</p> <p>Include details of:</p> <ol style="list-style-type: none"> the date you acquired the Land and Asset (settlement), consideration paid (plus GST if any), the structure by which the acquisition was made and who acquired the Land and Asset, and copies of any transfer documents and settlement statements. 	As soon as you can, and no later than two months after Settlement
Standard condition 3: Allow us to inspect the Land	

Details	Required date
<p>Sometimes it will be helpful for us to visit the Land so we can monitor your compliance with the Conditions.</p> <p>We will give you at least two weeks' written notice if we want to do this.</p> <p>You must then:</p> <ol style="list-style-type: none"> 1. Allow a person we appoint (Inspector) to: <ol style="list-style-type: none"> a. enter onto the Land, including any building on it, other than a dwelling, for the purpose of monitoring your compliance with the Conditions (Inspection), b. remain there as long as is reasonably required to conduct the inspection, c. gather information, d. conduct surveys, inquiries, tests, and measurements, e. take photographs and video records, and f. do all other things reasonably necessary to carry out the Inspection. 2. Take all reasonable steps to facilitate an Inspection including: <ol style="list-style-type: none"> a. directing your employees, agents, tenants, or other occupiers to permit an Inspector to conduct an Inspection, b. being available, or requiring your employees, agents, tenants, or other occupiers to be available, at all reasonable times during an Inspection to facilitate access onto and across the Land. This includes providing transport across the Land if reasonably required. <p>During an Inspection:</p> <ol style="list-style-type: none"> a. we will not compel you and your employees, agents, tenants, or other occupiers to answer our questions or to let us look at, copy or take away documents, b. our Inspector will comply with any reasonable instruction and co-operate with any reasonable health and safety policy or procedure you notify to us before the Inspection. 	<p>At all times</p>
<p>Standard condition 4: Remain not unsuitable to Invest in New Zealand</p>	

Details	Required date
<p>You, and to the extent that you are not an individual, the Individuals Who Control You must remain not unsuitable to own or control the Assets in accordance with section 18A(1) of the Act.</p> <p>The Individuals Who Control You are individuals who:</p> <ol style="list-style-type: none"> a. are members of your governing body b. directly or indirectly, own or control more than 25% of you or of a person who itself owns or controls more than 25% of you, and c. are members of the governing body of the people referred to in paragraph (b) above. 	At all times
<p>Standard condition 5: Tell us about changes that affect you, the people who control you, or people you control</p>	
<p>You must tell us in writing if any of the following events happens to any of the Consent holders:</p> <ol style="list-style-type: none"> 1. You become aware that you and/or any Individual Who Controls you establishes any of the investor test factors listed in section 18A(4) of the Act. 2. You cease to be an overseas person or dispose of all or any part of the Asset. 3. Your New Zealand Service Address changes. This is the address you provided us in your application as the address which we will send any legal document we need to serve on you. 	Within 20 working days after the change
<p>Standard condition 6: Dispose of the Land if you do not comply with key special conditions</p>	
<p>If all or part of this Standard Condition 6 applies to a special condition, we have said so in that special condition.</p> <p>If we consider you have failed to comply with one of those special conditions in a material way we may require you to dispose of the Land.</p> <p>We will give you written notice if we require you to dispose of the Land. After we have given you notice, you must:</p>	
<p>Value the Land: obtain and send us a copy of a market valuation of the Land from a New Zealand registered valuer.</p>	Within six weeks of the date of our notice
<p>Market the Land: instruct a licensed real estate agent to actively market the Land for sale on the open market.</p>	Within six weeks of the date of our notice

Details	Required date
<p>Dispose of the Land: dispose of the Land to a third party who is not your associate.</p>	<p>Within six months of our notice</p>
<p>Offer without reserve: if you have not disposed of the Land within six months of our notice, offer the Land for sale by auction or tender without a reserve price or minimum bid and dispose of the Land.</p>	<p>Within nine months of our notice</p>
<p>Report to us about marketing: tell us in writing about marketing activities undertaken and offers received for the Land.</p>	<p>By the last day of every March, June, September, and December after our notice or at any other time we require</p>
<p>Report disposal to us: send us, in writing, evidence of the following:</p> <ul style="list-style-type: none"> a. that you have disposed of the Land (including copies of sale and purchase agreements, settlement statements and titles showing the purchaser as registered proprietor), and b. that the purchaser is not your associate. 	<p>Within one month after the Land has been disposed of</p>

Released under the Official Information Act 1982

Reporting conditions

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

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

1. be submitted via our [Webform](#) by these dates:
 - a. Year 1 - 28 February 2024.
 - b. Year 2 - 28 February 2025.
 - c. Year 3 - 28 February 2026.
2. contain information about:
 - a. your progress in implementing the special conditions (which can include photographs, maps or aerial imagery as evidence of compliance with relevant conditions),
 - b. your most current forecast or schedule for harvesting and replanting of various areas of the Land (including maps indicating the particular areas and likely schedules).
3. follow the format of the template annual report published on our website

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

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

Power to vary reporting date

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

Power to narrow scope of reports

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

Power not to require further reporting

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