

Uawa Solar Farm Project

Exclusivity Agreement


1. Parties	<p>The Proprietors of Mangaheia No.2D (Landowner)</p> <p>Eastland Group Limited (Eastland)</p>
2. Project	<p>The proposed development, construction and operation of a solar farm on land at Paroa Road, Tolaga Bay, Gisborne, legal description Lots 3 DP 1451, 6 DP 1452, 7 DP 1452, 1 DP 2299 and Block VII Uawa SD (see Attachment 1) (Land).</p>
3. Exclusive Period	<p>The Parties agree to deal exclusively with each other for a period of 2 years commencing from the date of signing of this Exclusivity Agreement (Agreement), for the purpose of negotiating a Joint Development Agreement (JDA) and/or a Land Lease for the Project.</p> <p>Either party can exercise a right to extend the Agreement for an additional 1 year.</p> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> a. The Landowner may utilise the Land for any purpose during the Exclusivity Period, provided that use is not inconsistent with the obligations set out in clause 6(b); and b. The Landowner may deal with third parties in relation to the use, or proposed use of the Land during the Exclusivity Period, provided those dealings are not for, or in relation to any activities that are substantially the same as the Project.
4. Exclusive Payment	<p>Eastland shall pay Landowner \$[REDACTED] plus GST per year during the Exclusive Period as an exclusive fee, the payment due by the 20th of the month following the date of signing of this agreement and its anniversary.</p>
5. Project Team	<p>Each party will nominate representatives (including a primary point of contact) who will work together during the Exclusive Period, together the Project Team.</p>
6. Performance Schedule	<p>It is the expectation that the Project Team shall within Exclusive Period complete the following development activities:</p> <ul style="list-style-type: none"> a. Agree procedures for working together on the Project, including methods of communication and for Eastland and its contractors to access the Land. b. Technical studies such as a land survey, grid stability and protection study, flood risk assessment, geotechnical investigation,

	<p>cultural / historical value assessment, landscape assessment and an assessment of environmental effects.</p> <p>c. Negotiate a JDA and/or land lease agreement for the Project.</p> <p>For the avoidance of doubt, nothing in this Agreement shall oblige any party to enter into a JDA and/or a Land Lease.</p>
7. Costs	<p>Eastland will pay all costs relating to the activities contained in the Performance Schedule, including if required the reinstatement of any land, and reasonable legal costs of Landowner to negotiate and finalise the JDA and/or Land Lease, and to establish legal structures to enter into the JDA and/or Land Lease, if required.</p>
8. Land access	<p>Landowner grants Eastland access to the Land to undertake the activities contained in the Performance Schedule.</p> <p>Eastland will provide the Landowner with at least 2 business days notice that it would like to access the Land and will work with the Landowner to minimise the impact of Eastland's activities on horse racing operations and the Land.</p>
9. Health and safety	<p>Eastland will conduct its activities on the Land in accordance with Eastland's health and safety policy and procedures giving due consideration to the Landowner's health and safety requirements and any reasonable requests made by Landowner.</p>
10. Confidentiality	<p>The Parties agree to keep the terms of this Agreement confidential.</p>
11. Binding	<p>The Parties agree that the provisions of this Agreement shall be legal and binding upon them.</p>



SIGNED by

On behalf of The Proprietors of Mangaheia No.2D



Signature of witness

Chartered Accountant

Occupation

Gisborne

City/town of residence

SIGNED by

On behalf of Eastland Group Limited



1 June 2022



Signature of witness

GIS Project Lead

Occupation

Gisborne, New Zealand

City/town of residence



Attachment 1

Map displaying Land.

