

3. The said consideration shall be payable as to the sum of forty-two thousand five hundred pounds in cash, and as to the balance of one hundred thousand pounds in fully-paid shares of the nominal value of one hundred thousand pounds in the capital of the company to be duly formed under the Companies (Consolidation) Act, 1908, as aforesaid, for the purpose (*inter alia*) of acquiring and working the said mineral property and water-rights with a nominal capital and debenture capital as aforesaid, and with the sum of four hundred thousand pounds at least available for the purposes aforesaid, and bound by agreement with the syndicate to purchase from the syndicate the said mineral property and water-rights: Provided that nothing contained in this agreement shall prevent the company from raising further capital for development purposes if so authorized by extraordinary resolution of the company.

4. The vendor shall show a good title free from incumbrances to the said mineral property and water-rights specified in the schedule hereto, in accordance with the laws of New Zealand.

5. The said purchase shall be completed on or before the thirty-first day of December, one thousand nine hundred and eleven, and as from such date the syndicate shall pay all rents and sums of money necessary for complying with labour conditions and statutory requirements for protecting the title and all outgoings in respect of the premises hereby agreed to be sold.

6. On completion of the purchase the vendor shall execute a proper transfer or transfers of the said premises to or otherwise procure the same to be vested in the syndicate or to the company or their nominees, as the case may be, and shall give to the syndicate or the company possession of the premises mentioned in the schedule hereto, and do all such other things as shall reasonably be required for giving to the syndicate or the company the full benefit of this agreement, and thereupon the sums of thirty thousand pounds in cash and one hundred thousand pounds in shares forming part of the consideration hereunder shall be paid and satisfied. The balance of the consideration—namely, twelve thousand five hundred pounds—payable in cash, which is the portion of the purchase price allocated as the consideration for the sale of the property mentioned in the second part of the schedule hereto, shall be paid to the vendor on the expiration of one year after the date on which the property hereby agreed to be sold shall have been transferred to and duly vested in the syndicate or its nominees. The races, pipe-lines, bridges, dams, reservoirs, and buildings on and about the properties described in the schedule hereto shall be handed over to the syndicate or its nominees in good order and condition.

7. The syndicate shall appoint or cause the company to appoint an agent in New Zealand for the purpose of investigating the title of the vendor to the premises hereby agreed to be sold, and for the purpose of making all necessary arrangements for the transfer thereof to the syndicate or the company, and of obtaining an official notification from the Government of New Zealand that the title of the vendor is in order should the same be procurable, and with instructions to cable to the bank hereinafter mentioned as soon as a good title shall be shown to the said premises, and that the documents necessary to vest the said premises have been properly executed by the vendor and deposited in escrow in the joint names of such agent and the vendor or his agent, to be released to such agent of the syndicate or the company, as the case may be, as soon as the purchase consideration payable to the vendor shall have been duly paid and satisfied.

8. The said sum of thirty thousand pounds and properly sealed certificates for the fully-paid shares forming part of the consideration hereunder shall be deposited with the Union Bank of Australia (Limited) in London in the joint names of such persons as may be nominated for the purpose by the vendor, or by any two of the attorneys appointed by the vendor under a power of attorney dated the twenty-ninth day of March, one thousand nine hundred and eleven (hereinafter called "the nominated representative"), and the syndicate or the company, as the case may be, at least fourteen days before the day hereby fixed for completion, with instructions on receipt of such cable as aforesaid to deliver the same to the nominated representative or as he shall direct.

9. The syndicate shall pay the costs of and incidental to the preparation of the memorandum and articles of association of the company, and of the registration thereof, and of all capital, duty stamps, fees, and legal expenses incident to the formation of the company, and generally of all the preliminary expenses whatever incurred in relation to the company down to the first general allotment of its shares, or to the time when the directors decide not to proceed to allotment.

10. The sale hereby agreed to be made is subject to an arrangement satisfactory to the syndicate being made with the Government of New Zealand whereby the said Government grants to the syndicate or to the company to be formed certain privileges and an annual subsidy, and for renewals or extensions of certain warrant license and options which the syndicate has conditionally agreed to purchase from one Thomas A. Turnbull, of Nelson, in the Provincial District of Nelson, in the Dominion of New Zealand, mining engineer, being obtained in terms satisfactory to the syndicate, and to the syndicate being satisfied as to the title to the property described in the said schedule and to the terms and conditions on which the same is held.

11. In the event of any financial crisis, panic, war, or other case of *force majeure*, or other event arising during the existence of this agreement which in the opinion of the syndicate would imperil or prejudice the flotation of the company or the issue of its debentures, the syndicate shall be at liberty to cancel the present agreement by notice in writing to the vendor or the attorneys of the vendor addressed to the office of Messieurs Paines, Blyth, and Huxtable, of 14 St. Helen's Place, in the City of London, in which event neither party shall have any claim whatsoever against the other in consequence thereof.

12. Unless before the thirty-first day of December, one thousand nine hundred and eleven, the syndicate shall have notified in writing to the vendor or the attorneys of the vendor, as mentioned in the last preceding clause hereof, that an arrangement satisfactory to the syndicate has been entered into with the Government of New Zealand with respect to the properties referred