

Disclosure of movement of 1% or more in substantial holding
or change in nature of relevant interest, or both

Sections 277 and 278, Financial Markets Conduct Act 2013

To NZX Limited

and

To New Zealand Rural Land Company

Relevant event being disclosed: Decrease of relevant interest

Date of relevant event: 2 September 2022

Date this disclosure made: 5 September 2022

Date last disclosure made: 23 September 2021

Substantial product holder(s) giving disclosure

Full name(s): Clyde & Rena Holland

Summary of substantial holding

Class of quoted voting products: Ordinary Shares

Summary for Clyde & Rena Holland

For **this** disclosure,—

- (a) total number held in class: 10,089,278
- (b) total in class: 115,601,570
- (c) total percentage held in class: 8.73%

For **last** disclosure,—

- (a) total number held in class: 9,589,329
- (b) total in class: 96,900,000
- (c) total percentage held in class: 9.896%

Details of transactions and events giving rise to relevant event

Details of the transactions or other events requiring disclosure:

1. Dilution from non-participation in rights issues.
2. The substantial product holder was, as a limited partner of New Zealand Rural Land Management Limited Partnership (Manager), nominated to receive, and was on 2 September 2022 allotted 499,949 ordinary shares in the issuer at \$1.6462 per share representing a portion of a performance fee that the Issuer was liable to pay the Manager for services provided to the issuer in the period ending 30 June 2022 (Performance Fee Shares).

The substantial product holder, pursuant to a Restricted Security Deed with the Issuer, has agreed that half of the Performance Fee Shares (249,975 shares) may not be transferred or traded by the substantial product holder for a period of five years.

Details after relevant event

Details for

Nature of relevant interest(s): Beneficial owner of financial products

For that relevant interest,—

- (a) number held in class: 10,089,278
- (b) percentage held in class: 8.73%
- (c) current registered holder(s): New Zealand Central Securities Depository Limited
- (d) registered holder(s) once transfers are registered: N/A

Nature of relevant interest(s): Registered holder and beneficial owner of financial products but subject to trading restrictions under a Restricted Security Deed (copy attached)

For that relevant interest,

- (a) number held in class: 381,291
- (b) percentage held in class: 0.33%
- (c) current registered holder(s): New Zealand Central Securities Depository Limited
- (d) registered holder(s) once transfers are registered: N/A

Additional information

Address(es) of substantial product holder(s):

Contact details: Clyde and Rena Holland c/- Duncan Cotterill, Level 2, 50 Customhouse Quay, Wellington 6011

Contact details: Matt Yates, +64 4 471 9428 / matt.yates@duncancotterill.com

*Nature of connection between substantial product holders: N/A

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: N/A

Certification

I, Clyde Holland, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

Restricted Security Deed

**New Zealand Rural Land Company
Limited**

Clyde Holland and Rena Holland

Certification

I, Clyde Holland, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

This Deed is dated this 23 day of September 2021

PARTIES

New Zealand Rural Land Company Limited, a duly incorporated company in New Zealand with company number 8818739 having its registered office at Level 2, 50 Customhouse Quay, Wellington

("Issuer")

Clyde Holland and Rena Holland

("Shareholder")

BACKGROUND

- A The Issuer and New Zealand Rural Land Management Limited Partnership (**Manager**) are parties to a Management Agreement dated 13 November 2020 (**Agreement**).
- B Under the Agreement, the Issuer is to pay the Manager a performance fee which, subject to certain adjustments, is to be equal to 10% of the increase in net asset value of the Issuer in each financial year and is to be satisfied in ordinary shares of the Issuer (**Performance Fee**).
- C A Performance Fee has been calculated as being payable for the most recently completed financial year. The Manager has nominated the Shareholder to receive 232,632 new shares of the overall shares to be issued by the Issuer to satisfy the Performance Fee.
- D Under the Agreement 50% of the shares to be issued, being 116,316 new shares (the **Restricted Shares**) are to be subject to trading restrictions. Those restrictions are set out in the terms and conditions of this Deed.

DEED

1 Definitions and Interpretation

- 1.1 **Definitions** – Unless the context otherwise requires, the capitalised terms in this Deed have the meaning set out below:

Affiliate means in relation to any person, a person that directly or indirectly, through one or more intermediaries, owns or controls or is owned or controlled by or is under common ownership or control with the person and, in relation to a trust means any beneficiary (ascertained or discretionary) of that trust;

Agreement means the management agreement between the Issuer and the Manager dated 13 November 2020 for the provision of management, investment and administrative services by the Manager.

Business Day means a day on which the NZX Market is open for trading;

Non-Interested Directors means, in relation to any decision, directors of the Issuer who are not "interested" for the purposes of the Companies Act 1993;

NZX means NZX Limited and includes its successors and assigns and as the context permits includes any duly authorised delegate of NZX;

NZX Listing Rules means the listing rules of the NZX Market;

NZX Market means the NZX market operated by the NZX Limited;

Restricted Period means a period of five (5) years commencing on the date of this Deed;

Restricted Shares means 116,316 fully paid ordinary shares in the Issuer issued to the Shareholder on or about the date of this Deed; and

Restrictions has the meaning given in clause 2.1.

2 Security Restrictions

2.1 **Restrictions** – For the Restricted Period the Shareholder unconditionally and irrevocably undertakes to the Issuer that, subject to clause 3, the Shareholder will not:

2.1.1 sell, transfer, assign or otherwise dispose of, or offer or agree to sell, transfer, assign or otherwise dispose of their right and title to, and beneficial interest in, the Restricted Shares; or

2.1.2 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Shares,

without obtaining the Non-Interested Director's (on behalf of the Issuer) prior written approval which may be given at their sole discretion.

2.2 **Further Restrictions** – The Restrictions are in addition to, and not in substitution for, any other restrictions that may be applicable to the Shareholder dealing with the Restricted Shares including, without limitation, under the NZX Listing Rules, the Financial Markets Conduct Act 2013 or the share trading policy of the Issuer.

3 Exceptions to the Restrictions

3.1 **Permitted Transfers** – The Restrictions will not apply to:

3.1.1 a transaction where the Shareholder transfers all or part of the Restricted Shares:

(a) to an Affiliate; or

(b) as a result of a change in trustees of any trust in which the Restricted Shares are held (the **New Trustee**),

provided that the Affiliate or New Trustee enters into a deed with the Issuer in relation to the Restricted Shares on the same terms as this Deed that applies for the remainder of the Restricted Period.

3.1.2 the Shareholder granting a security interest in favour of any bona fide third party lender to the Shareholder or to a transfer arising from the enforcement of any such security interest.

3.1.3 circumstances where the Shareholder suffers a personal hardship and the Non-Interested Directors unanimously resolve to release some or all of the Restricted Shares from the Restrictions on such terms and conditions as the Non-Interested Directors think fit.

3.2 **Takeover** – The Restrictions do not apply in relation to any full or partial takeover offer made under the Takeovers Code or scheme of arrangement (having the same or similar effect) and the Shareholder may accept, vote in favour of and/or transfer the Restricted Shares in respect of any such offer or scheme (as applicable).

4 Shareholder Acknowledgement

- 4.1 **Acknowledgement** – The Shareholder acknowledges and agrees that its rights in connection with this Deed are subject to the NZX Listing Rules and the Financial Market Conduct Act 2013 and, in addition, that the Issuer's board of directors:
- 4.1.1 may refuse to register any attempted transfer of the Restricted Shares that is not in compliance with the terms of this Deed;
 - 4.1.2 is obliged to notify NZX of any breach or likely breach of the terms and conditions of this Deed;
 - 4.1.3 in consultation with NZX, must take such steps as NZX may require to enforce the provisions of this Deed or prevent or remedy a breach of this Deed;
 - 4.1.4 is entitled to enforce the terms of this Deed (including, without limitation, clause **Error! Reference source not found.**) and may seek appropriate discretionary remedies from the courts including specific performance, injunctive relief, any other equitable relief and/or damages; and
 - 4.1.5 may record a restriction on the Issuer's share register that any transfer is prohibited by the provisions of this Deed for the Restricted Period.

5 Application to Additional Securities

- 5.1 **Additional Securities** – For the avoidance of doubt, the Restrictions shall only apply to the Restricted Shares and will not apply to any shares of the Issuer that are otherwise held by, subscribed for or issued to the Shareholder (including under any rights issue). However, should a consolidation or subdivision of the Issuer's ordinary shares occur, the Restrictions will continue to apply to the Restricted Shares as consolidated or subdivided.

6 Voiding Events

- 6.1 **De-listing** – This Deed will be void and of no effect if the Issuer is de-listed by NZX.

7 General



- 7.1 **Contracts and Commercial Law Act 2017** – The provisions of this Deed are for the benefit of, and are intended to be enforceable by, the Non-Interested Directors, NZX and the Issuer's other shareholders under the Contracts and Commercial Law Act 2017.
- 7.2 **Severability** – If a court or administrative body decides that a part of this Deed is illegal, void or cannot be enforced, that decision will not make the rest of this Deed invalid.
- 7.3 **Amendment** – Any variation to this Deed requires the written agreement of all parties to this Deed and the Issuer shall not agree to any amendment without NZX's prior written approval.
- 7.4 **Governing Law** – This Deed is governed by and construed in accordance with New Zealand law and the parties to this Deed submit to the exclusive jurisdiction of the New Zealand courts.

8 Counterparts

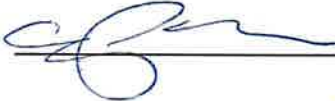

- 8.1 **Counterparts** – This Deed may be executed and exchanged in any number of counterparts (including scanned email copies) each of which is deemed an original, but all of which together constitute a binding and enforceable deed between the parties to this Deed.

EXECUTED AS A DEED

Signed by
**New Zealand Rural Land
Company Limited**
in the presence of:

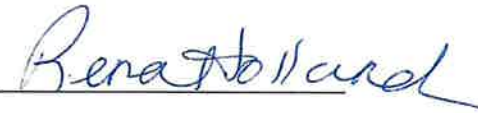
) 
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) Director Director/Authorised Signatory

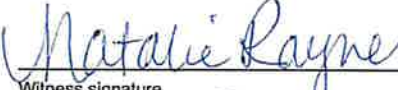
Signed by
Clyde Holland
in the presence of:

) 
) 


Witness signature
Natalie Rayner
Witness name
Real Estate
Witness occupation
Vancouver, WA
Witness town of residence

Signed by
Rena Holland
in the presence of:

) 
)


Witness signature
Natalie Rayner
Witness name
Real Estate
Witness occupation
Vancouver, WA
Witness town of residence