

warrant, rights, and premises, the syndicate shall have the option of satisfying any part of the balance of the purchase-money not exceeding thirty-five thousand pounds by procuring the allotment or transfer to the vendor or his attorney, or their respective nominees, of fully-paid-up shares in such company to be treated as of par value: Provided that nothing herein contained shall prevent the company from raising further capital for development purposes.

4. The vendor shall show a good title free from encumbrances to the said mineral prospecting warrant, rights, and premises specified in the First Schedule hereto in accordance with the laws of New Zealand.

5. The mineral prospecting warrant and licence specified in the First Schedule hereto, and also the two option agreements specified in the Second Schedule hereto, or copies of such respective documents, have prior to the execution of this agreement been produced to the solicitors of the syndicate, and the syndicate shall be deemed to purchase with full notice of their contents.

6. The said purchase shall be completed on or before the thirty-first day of December, one thousand nine hundred and eleven, and as from the date thereof 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.

7. On completion of the purchase the vendor shall execute a proper transfer or transfers of the said premises to 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 First 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 cash or, as the case may be, the cash and shares forming the consideration hereunder shall be paid and satisfied.

8. 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.

9. The cash or, as the case may be, the cash and properly sealed certificates of 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 Joseph Howard Witheford, as attorney for the vendor 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 said Joseph Howard Witheford or as he shall direct.

10. The syndicate shall pay the costs of and incidental to the preparation of the memorandum and articles of association 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 shares or to the time when the directors decide not to proceed to allotment.

11. This agreement 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 the said warrant, licence, and options being obtained in terms satisfactory to the syndicate.

12. 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 present agreement by notice in writing to the vendor or his attorney Joseph Howard Witheford, in which event neither party shall have any claim whatsoever against the other in consequence thereof.

13. Unless before the thirty-first day of December, one thousand nine hundred and eleven, the syndicate shall have notified in writing to the said Joseph Howard Witheford that an arrangement satisfactory to the syndicate has been entered into with the Government of New Zealand as aforesaid, and the company shall have become entitled to commence business, the vendor or his attorney, the said Joseph Howard Witheford, by notice in writing to the syndicate, or the syndicate by notice in writing to the said Joseph Howard Witheford, may cancel this agreement, in which event neither party shall have any claim whatsoever against the other in consequence thereof.

14. This agreement, although in part relating to property in New Zealand, shall be deemed to be an agreement executed and to take effect in England, and shall be construed and operate accordingly.

15. The syndicate or the company shall cause this agreement or some other sufficient agreement to be duly filed with the Registrar of Companies pursuant to section 88 of the Companies (Consolidation) Act, 1908, and also in the case of shares allotted to the vendor's nominees or those of his said attorney shall cause a sufficient contract to be so filed constituting the title of such nominees.

In witness whereof the said Joseph Howard Witheford, by virtue of a power of attorney under the hand and seal of the vendor dated the twenty-eighth day of July, one thousand nine hundred and nine, hath hereunto set the hand of the vendor, and the syndicate have caused their common seal to be hereunto affixed the day and year first above written.