

FULL TAKEOVER OFFER

by

New Plymouth District Council

for all the ordinary shares in

Tasman Farms Limited

Offer opens: **14 SEPTEMBER 2010**

Offer closes: **14 OCTOBER 2010**

IMPORTANT

If you are in any doubt as to any aspect of this offer, you should consult your financial or legal adviser.

If you have sold all your shares in Tasman Farms Limited to which this offer applies, you should immediately hand this offer document and the accompanying acceptance form to the purchaser or to the agent (eg the broker) through whom the sale was made, to be passed to the purchaser.

Tasman Farms Limited's target company statement, together with an independent adviser's report on the merits of this offer either accompanies this offer or will be sent to you within 14 days and should be read in conjunction with this offer.

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

IMPORTANT NOTICES

Investment Decisions

This Offer document does not take into account the individual investment objectives, financial situation or particular needs of each Tasman Farms Limited (**Tasman Farms**) shareholder. You should consider seeking independent financial and taxation advice before making a decision as to whether or not to accept the Offer.

Forward Looking Statements

Some statements in this Offer document are in the nature of forward looking statements, including statements of current intention, statements of opinion and predictions as to possible future events.

You should be aware that such statements are not statements of fact and there can be no certainty of outcome in relation to the matters to which the statements relate. Forward looking statements and statements in the nature of forward looking statements are subject to many inherent risks and uncertainties before actual outcomes are achieved. Those risks and uncertainties may not be within the control of New Plymouth District Council (**NPDC**) and cannot be predicted by NPDC and include changes in circumstances or events that may cause objectives to change as well as risks, circumstances and events specific to the industry, countries and markets in which Tasman Farms and its respective related bodies corporate and/or joint-ventures and associated undertakings operate. They also include general economic conditions, acts of terrorism, health epidemics, prevailing exchange rates and interest rates and conditions in the financial markets that may cause objectives to change or may cause outcomes not to be realised. Although NPDC believes that the expectations reflected in any forward looking statements included in this Offer document are reasonable, no assurance can be given that such expectations will prove to have been correct. Actual outcomes may differ materially from the events or results expressed or implied in any forward looking statement and any statement in the nature of a forward looking statement in this Offer document.

None of NPDC, or its officers, persons named in this Offer document with their consent or any person involved in the preparation of this Offer document makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward looking statement, any outcomes expressed or implied in any forward looking statement and any statement in the nature of a forward looking statement. You are cautioned not to place undue reliance on any forward looking statement or any statement in the nature of a forward looking statement having regard to the fact that the outcome may not be achieved. The forward looking statements and statements in the Offer document reflect views held only as at the date of this Offer document.

Notice to Foreign Shareholders

The distribution of this Offer document may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Offer document should inform themselves of, and observe, those restrictions.

Information on Tasman Farms

All information in this Offer Document relating to Tasman Farms has been prepared by NPDC using information included in public documents filed by Tasman Farms or published by Tasman Farms on the Unlisted platform.¹ None of the information in this Offer document relating to Tasman Farms has been commented on or verified by Tasman Farms or the Tasman Farms board or independently verified by NPDC, Tasman Farms or their respective directors for the purposes of this Offer document. The information on Tasman Farms in this Offer document should not be considered comprehensive. In addition, the Takeovers Code requires the directors of Tasman Farms to provide a Target Company Statement to Tasman Farms Shareholders in response to this Offer document, setting out certain material information concerning Tasman Farms.

Privacy

NPDC has collected your information pursuant to Rule 42B of the Takeovers Code, from the register of Tasman Farms' shareholders for the purposes of making the Offer and, if accepted, administering your holding of Tasman Farms shares. Your information may be disclosed on a confidential basis to NPDC's related bodies corporate, and holders of securities in NPDC or its related bodies corporate and external service providers, and may be required to be disclosed to regulators such as the Takeovers Panel.

¹ www.unlisted.co.nz

TABLE OF CONTENTS

WHY YOU SHOULD ACCEPT THIS OFFER	5
HOW TO ACCEPT THE OFFER	6
SUMMARY OF THE OFFER	7
TERMS AND CONDITIONS	9
SCHEDULE A: TAKEOVERS CODE INFORMATION	13

IMPORTANT CONTACTS

If you have any questions about this Offer you should contact:

- Your usual financial adviser.
- An NZX Trading Participant.
- Taranaki Investment Management Limited (acting for New Plymouth District Council):

If calling or faxing from within New Zealand:

Phone: (06) 759 5681 / Fax (06) 759 2567

If calling or faxing from outside New Zealand:

Phone: +64 6 759 5681 / Fax +64 6 759 2567

If you have any questions about how to accept this Offer you should contact:

Computershare Investor Services Limited

If faxing from within New Zealand:

(09) 488 8787

If faxing from outside New Zealand:

+64 9 488 8787

WHY YOU SHOULD ACCEPT THIS OFFER

A Very Attractive Price

- The offer price of \$1.00 represents a significant premium for your shares relative to Tasman Farms historical share price. The offer represents a:
 - 40.8% premium over the closing price of \$0.71 per share quoted on Unlisted on 30 August 2010, the last day on which the shares traded prior to NPDC lodging its takeover notice;
 - 37.5% premium over the volume weighted average price of \$0.73 for the month ended 30 August 2010;
 - 33.3% premium over the volume weighted average price of \$0.75 for the three months ended 30 August 2010; and
 - 33.3% premium to the price of the recent rights issue undertaken by Tasman Farms.

Offer premium to historical share price



Source: Unlisted Website

Liquidity Opportunity

- This offer is an opportunity for shareholders to quickly and easily exit their shares in Tasman Farms, which otherwise trade thinly. It is anticipated that liquidity will be further reduced following Tasman Farms' delisting from Unlisted.
- New Plymouth District Council, as a significant shareholder in Tasman Farms, expects further shareholder support will be necessary for capital expenditure required to optimise the performance of Tasman Farms. As a consequence, it expects earnings will be retained in the Company for future development.

- As the majority shareholder in Tasman Farms, NPDC expects to be a long term holder of the Company. As a consequence the prospect for a sale of the company in the near future is low.

Substantial Shareholder has agreed to sell its stake

- NPDC has pre bid commitment from a substantial shareholder, representing 7.7% of the shares in Tasman Farms on issue, to accept the offer.
- This offer will result in NPDC increasing its shareholding in Tasman Farms to a minimum of 85.3% of the shares in Tasman Farms on issue.

\$1.00 offer price will not be increased

- The \$1.00 per share offered for your shares under this offer will not be increased by NPDC.

Simple Cash Offer – Payment within 7 days of Acceptance

- Consideration is all cash, with prompt payment.
- You will receive \$1.00 per share, no brokerage will be payable by you.

HOW TO ACCEPT THE OFFER

Complete the enclosed Acceptance and Transfer form (**Acceptance Form**) in accordance with the instructions set out on that form.

Fax or post the form to:

New Plymouth District Council
c/- Computershare Investor Services
Limited
Private Bag 92119
Auckland 1020

Fax the form to:

(09) 488 8787 (if within New Zealand)
If faxing from outside New Zealand:
+64 9 488 8787

A reply-paid envelope is enclosed.

SUMMARY OF THE OFFER

New Plymouth District Council (**NPDC**) is offering to acquire all the ordinary shares in Tasman Farms Limited (**Tasman Farms**) not already held by NPDC (**Offer**).

NPDC owns 77.65 % of Tasman Farms as at the date of this Offer and has entered into lock-up agreements with First Eagle Investment Management, LLC for a further 7.68% of Tasman Farms.

OFFER PRICE FOR SHARES

The consideration offered for each outstanding Tasman Farms ordinary share is \$1.00 in cash.

UNCONDITIONAL OFFER

This Offer is unconditional.

OPENING DATE

The Offer opens on **14 September 2010**.

CLOSING DATE

The closing date for this Offer is **14 October 2010** (unless extended in accordance with the Takeovers Code).

If you wish to **ACCEPT** this offer, you must ensure that your acceptance is sent **AS SOON AS POSSIBLE**, but in any event so that it is received by **NPDC** on or before the Closing Date.

PAYMENT DATE

If you accept the Offer you will be paid the consideration for your shares no later than 7 days after the date on which your acceptance form is received by **NPDC**.

BROKERAGE COSTS

NPDC will pay a broker handling fee to compensate Trading Participants for providing advice to clients who wish to accept the Offer. The amount of any handling fee payable will be 0.75% of the cash consideration paid by NPDC for any acceptances received prior to the Closing Date, and subsequently accepted. Any broker handling fee will be payable to any Trading Participant whose stamp appears on the relevant acceptance form. Trading participants are precluded from receipt of any broker handling fee in respect of shares in which they have relevant interests. Broker handling fees must not be directly or indirectly shared or extended to accepting shareholders.

HOW TO ACCEPT

Complete the enclosed Acceptance and Transfer form (**Acceptance Form**) in accordance with the instructions set out on that form.

Fax or post the form to:

New Plymouth District Council
c/- Computershare Investor Services
Limited
Private Bag 92119
Auckland 1020

Fax the form to:

(09) 488 8787 (if within New Zealand)
If faxing from outside New Zealand:
+64 9 488 8787

A reply-paid envelope is enclosed.

IF YOU HAVE SOLD YOUR TASMAN FARMS SHARES

Please hand this offer document and the accompanying Acceptance Form to:

- the purchaser of your shares; or
- to the agent (eg the broker) through whom the sale was made requesting that this offer document and the accompanying Acceptance Form be passed to the purchaser.

IF YOU HAVE LOST YOUR ACCEPTANCE FORM

Please contact Computershare Investor Services Limited and they will provide you with a new form.

**TERMS OF FULL TAKEOVER OFFER FOR ORDINARY SHARES IN
TASMAN FARMS**

New Plymouth District Council (**NPDC**) offers to purchase all of the Tasman Farms Limited (**Tasman Farms**) fully paid ordinary shares that NPDC does not already hold (**Tasman Farms Shares**) for \$1.00 in cash per Tasman Farms Share on the terms contained in this offer document (**Offer**).

1. THIS OFFER

- 1.1** NPDC offers to acquire the Tasman Farms Shares, including all rights, benefits, and entitlements attached thereto on, after, or by reference to, 31 August 2010 (**Effective Date**).
- 1.2** This Offer will remain open for acceptance until **14 October 2010** or such later date (if any) as NPDC may determine to extend it in accordance with the Takeovers Code (**Closing Date**).
- 1.3** This Offer is dated **14 September 2010**.

2. CONSIDERATION

- 2.1** The consideration offered by NPDC for each Share is NZ\$1.00 in cash (subject to any further adjustment in accordance with paragraph 4.1 or paragraph 4.4).
- 2.2** The amount of consideration payable to each holder of Tasman Farms Shares who accepts this Offer (each an **Acceptor**) will be paid by cheque sent by ordinary mail or paid in cleared funds by electronic transfer (at the election of the Acceptor) no later than 7 days after the date on which that Acceptor's acceptance is received by NPDC.
- 2.3** If the consideration payable to an Acceptor is not sent to that Acceptor within the period specified in paragraph 2.2, that Acceptor may withdraw their acceptance of this Offer by notice in writing to NPDC, but only:
- (a)** after the expiration of 7 days written notice to NPDC of that Acceptor's intention to do so; and
 - (b)** if that Acceptor does not receive the consideration to which they are entitled during the 7 day period referred to in paragraph 2.3(a) .

3. TERMS OF THE OFFER

- 3.1** Unless the Offer is withdrawn in its entirety with the consent of the Takeovers Panel in accordance with the Takeovers Code, this Offer remains open for acceptance until and including the Closing Date.
- 3.2** This Offer is open for acceptance by any person who holds Tasman Farms Shares, whether acquired before, on or after the date of this Offer, upon production of satisfactory evidence of such person's entitlement to those Tasman Farms Shares. A holder of Tasman Farms Shares may accept this Offer in respect of all or any number of their Shares. Each acceptance must be free of all conditions of acceptance of any nature whatsoever.
- 3.3** Each Acceptor represents and warrants that:
- (a)** it is the sole legal and beneficial owner of the Tasman Farms Shares in respect of which it accepts this Offer, or is the legal owner and has the necessary capacity and authority to accept the offer in respect of those Tasman Farms Shares; and
 - (b)** legal and beneficial title to all those Tasman Farms Shares in respect of which it accepts this Offer will pass to NPDC free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any nature whatsoever, but together with all rights, benefits and entitlements attaching to them, including the right to all dividends, bonuses and other payments and distributions of any nature attaching to such Tasman Farms Shares arising on, after, or by reference to, the Effective Date, on payment of the purchase price pursuant to paragraph 2.

- (c) Acceptance of this Offer constitutes a representation and warranty by the Acceptor to NPDC that title to the Tasman Farms Shares to which the applicable acceptance relates will pass to NPDC on the basis described in paragraph 3.3 and that the Acceptor has full power, capacity and authority to sell and transfer all Tasman Farms Shares in respect of which they accept the Offer.

4. CHANGE IN CIRCUMSTANCES

- 4.1 If, on or after the Effective Date, Tasman Farms declares, makes, or pays any dividend or any distribution of any nature whatsoever (other than any permitted distribution), then, at the election of NPDC:
 - (a) each Acceptor will be bound to pay to NPDC on demand an amount equivalent to such dividend or the value of such other distribution (in each case inclusive of withholding taxes deducted, if applicable) that is received by, or is properly payable to, that Acceptor; or
 - (b) the consideration which would otherwise have been paid to each Acceptor for their Shares shall be reduced by an amount equivalent to such dividend, payment or the value of such other distribution that is received by, or is properly payable to, that Acceptor.
- 4.2 If, on or after the Effective Date, Tasman Farms authorises, declares, or makes any issue of shares, convertible securities or other securities of any nature (including options, rights or interests in its ordinary shares), by way of bonus issue, then Acceptors will, subject to the terms of any such waiver, be bound to transfer any such shares, convertible securities, other securities or options, rights and interests issued respect of those Shares for which they have accepted this Offer to NPDC, without any additional consideration.
- 4.3 If, on or after the Effective Date, Tasman Farms makes any issue of ordinary shares to any person other than by way of bonus issue, then this Offer will be deemed to be extended to and include such ordinary shares and the consideration payable for them will be as provided in paragraph 2.1.
- 4.4 If, on or after the Effective Date, all or any of the Shares are subdivided or consolidated by Tasman Farms then:
 - (a) this Offer will be interpreted to take into account that subdivision or consolidation and will be deemed to be for the Shares resulting from that subdivision or consolidation;
 - (b) the consideration per Share offered under this Offer will be increased or reduced, as the case may require, in proportion to that subdivision or consolidation; and
 - (c) Acceptors will be bound to transfer those subdivided or consolidated Shares to NPDC on the basis of the consideration so increased or reduced.

5. HOW TO ACCEPT THIS OFFER

- 5.1 To accept this Offer, you need to:
 - (a) complete the relevant Acceptance Form in respect of Shares enclosed with this Offer in accordance with the instructions on the Acceptance Form; and
 - (b) return the completed Acceptance Form to NPDC, including by way of fax or post (in the reply-paid envelope which is enclosed with this Offer) **AS SOON AS POSSIBLE** after receipt of this Offer, but in any event so that it is received by NPDC no later than the Closing Date, to:

New Plymouth District Council
c/- Computershare Investor Services Limited
Private Bag 92119
Auckland 1020
Telephone: +64 9 488 8700
Facsimile: +64 9 488 8787

No acknowledgement of receipt of acceptances of this Offer will be issued. Any acceptance received by New Zealand Post, correctly stamped and addressed shall be deemed to be received by NPDC.

- 5.2** NPDC may, in its discretion, treat any Acceptance Form as valid notwithstanding that it is not accompanied by the relevant Common Shareholder Number (**CSN**), or that it does not otherwise comply with paragraph 5.1, or any instructions on the Acceptance Form, and may, in its discretion, rectify any errors in, or omissions from, any Acceptance Form to enable that form to constitute a valid acceptance of the Offer and to facilitate registration of the transfer of the relevant Shares. NPDC may, in its discretion, allow for acceptance in any other manner it wishes.
- 5.3** Acceptance of this Offer by each Acceptor constitutes a contract between that Acceptor and NPDC on the terms of this Offer and the Takeovers Code. Other than in the circumstances set out in paragraph 2.3, an Acceptor may not withdraw their acceptance, whether or not there has been any variation of this Offer. NPDC and every Acceptor shall be released from their obligations under this Offer, and arising from acceptance of this Offer, if this Offer is withdrawn with the consent of the Takeovers Panel.

6. METHOD OF SETTLEMENT

- 6.1** If an Acceptors' Acceptance Form is in order and is accompanied by the relevant CSN (or any error or omission from the Acceptance Form is rectified by NPDC or the Offer is otherwise accepted by NPDC under paragraph 5.2), then either a cheque will be sent (by ordinary mail) or an electronic transfer of cleared funds will be made (at the election of the Acceptor) by NPDC for the aggregate amount payable (calculated based on the consideration offered per Share as set out in paragraph 2.1) to the Acceptor, by the date specified in paragraph 2.2. If an Acceptor does not select a method of payment, or the details that it provides are not sufficient to effect an electronic transfer, then that Acceptor will be paid by cheque.
- 6.2** NPDC will pay a broker handling fee to compensate Trading Participants for providing advice to clients who wish to accept the Offer. The amount of any handling fee payable will be 0.75% of the cash consideration paid by NPDC for any acceptances received from that broker prior to the Closing Date, and subsequently accepted.
- 6.3** Any broker handling fee will be payable to any Trading Participant whose stamp appears on the relevant Acceptance Form. NPDC reserves the right to aggregate any acceptances in determining the handling fees payable to any Trading Participant if NPDC reasonably believes that a party has manipulated holdings to take advantage of the broker handling fee.
- 6.4** Trading Participants are precluded from receipt of any broker handling fee in respect of shares in which they have relevant interests. Broker handling fees must not be directly or indirectly shared or extended to Acceptors.

7. NOTICES

- 7.1** Notices given to Tasman Farms, the Takeovers Panel and the Unlisted Platform advising that this Offer is withdrawn in accordance with the Takeovers Code will be deemed to be notice to all offerees when so given.
- 7.2** Notice of any variation of this Offer will be sent to Tasman Farms, the Takeovers Panel, the Unlisted Platform and, except where not required in accordance with the Takeovers Code, to each offeree under this Offer.

8. FURTHER INFORMATION AND MISCELLANEOUS

- 8.1** Further information relating to this Offer, as required by Schedule 1 to the Takeovers Code, is set out in the Schedule to this Offer and forms part of this Offer document.

- 8.2** In this Offer document:
- (a)** any reference to the Takeovers Code means the Takeovers Code in force under the Takeovers Act 1993;
 - (b)** any reference to the Takeovers Panel means the Takeovers Panel established under the Takeovers Act 1993;
 - (c)** except if expressly defined in this Offer document, or where the context requires otherwise, terms defined in the Takeovers Code have the same meaning in this Offer document;
 - (d)** references to amounts of money are to New Zealand currency and to times are to New Zealand time;
 - (e)** headings are for convenience only and do not affect the interpretation of this Offer document or any Acceptance Form;
 - (f)** references to any statutory provision are to the relevant provision in force in New Zealand and include any statutory provision which amends or replaces it, and any bye-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
 - (g)** the singular includes the plural and vice versa; and
 - (h)** unless otherwise specified, material and materiality will have their respective ordinary and customary meanings.
- 8.3** This Offer may be varied by NPDC in accordance with Rule 27 of the Takeovers Code.
- 8.4** This Offer and any contract arising from it shall be governed by and construed in accordance with the laws of New Zealand, and the parties to any such contract submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 8.5** The provisions set out in the Acceptance Form are part of the terms of this Offer.
- 8.6** If there is an inconsistency between the terms of this Offer and the provisions of the Takeovers Act 1993 or the Takeovers Code, the provisions of the Takeovers Act 1993 or the Takeovers Code (as the case may be) will prevail.

SCHEDULE A: TAKEOVERS CODE INFORMATION

The information required by Schedule 1 to the Takeovers Code, and not stated elsewhere in this Offer, is set out below. Where any information required by Schedule 1 is not applicable, no statement is made regarding that information. All of the following matters are stated as at the date of this Offer.

1. DATE

1.1 This Offer is dated **14 September 2010**.

2. OFFEROR AND ITS DIRECTORS

2.1 The name and address of the offeror are:

New Plymouth District Council
Civic Chambers
Liardet Street
New Plymouth

2.2 The directors of the offeror (being the elected members of NPDC) are:

Peter Tennent
Maurice Betts
Shaun Biesiek
Heather Dodunski
Sherril George
Lance Girling-Butcher
Andrew Judd
Alex Matheson
Craig McFarlane
John McLeod
Marie Pearce
Phil Quinney
Jed Rowlands
Alison Rumball
Neil Wolfe

3. TARGET COMPANY

3.1 The target company is Tasman Farms Limited.

4. OWNERSHIP OF EQUITY SECURITIES OF TASMAN FARMS

4.1 The table below sets out the number, designation, and percentage of ordinary shares of Tasman Farms held or controlled by:

- (a) NPDC; and
- (b) any related company of NPDC; and
- (c) any person acting jointly or in concert with NPDC; and
- (d) any director of any of the persons described in paragraphs (a) to (c); and

- (e) any other person holding or controlling more than 5% of the class, if within the knowledge of NPDC.

Holder	Description	Number of Tasman Farms Shares	Percentage of Class*
NPDC Held as follows: NPDC New Zealand Central Securities Depository Limited (NZCSD) (as nominee for TEA Custodians Limited (TEA))	Beneficial Owner	66,641,908	77.65%
	Legal and Beneficial Owner Legal Holder (Custodian)	56,139,815	65.41%
		10,502,093	12.24%
First Eagle Investment Management LLC** Held as follows: NZCSD (as nominee for HSBC Nominees (New Zealand) Limited A/C State Street) NZCSD (as nominee for HSBC Nominees (New Zealand) Limited)	Manager of Certain First Eagle Funds Accounts (Accounts)	6,593,750	7.68%
	Legal Holder (Custodian)	6,468,750	7.54%
	Legal Holder (Custodian)	125,000	0.15%
Douglas Related Entities** Held as follows: Kevin Glen Douglas + Michelle McKenney Douglas Kevin Douglas + Michelle Douglas James Douglas + Jean Ann Douglas		8,867,125	10.33%
	Legal and Beneficial Holder	4,584,469	5.34%
	Legal and Beneficial Holder	2,142,639	2.50%
	Legal and Beneficial Holder	2,140,017	2.49%

Note: All information in the above table has been derived from disclosures made in Tasman Farms' annual report as updated by disclosures made available to the Unlisted Platform or otherwise known by NPDC.

* Based on 85,826,440 ordinary shares on issue.

** Included as this entity holds or controls more than 5% of the ordinary shares in Tasman Farms.

- 4.2** In addition to the interests noted in the table above, NPDC holds debt with face value of \$182,762, which may be converted into Tasman Farms ordinary shares upon NPDC's election. If converted, this will result in a further 243,682 shares issued to NPDC.
- 4.3** Except as set out above, to the best of NPDC's information, knowledge and belief, after making proper enquiry none of the other persons described in paragraph 4.1 of this Schedule hold or control equity securities of Tasman Farms.

5. TRADING IN TASMAN FARMS'S EQUITY SECURITIES

5.1 To the best of NPDC's information, knowledge and belief, after making proper enquiry the following persons, referred to in paragraphs 4.1(a) to 4.1(d), have acquired or disposed of ordinary shares in Tasman Farms during the 6-month period before the date of this Offer:

Date	Name	Nature	Number of Tasman Farm Shares	Consideration per Tasman Farm Share
30/06/2010	NPDC	Acquisition under rights issue	6,237,758	\$0.75
30/06/2010	TEA (as custodian for NPDC)**	Acquisition under rights issue	247,263	\$0.75
30/06/2010	TEA (as custodian for NPDC)**	Acquisition from partial underwrite of the rights issue	276,727	\$0.75
30/06/2010	TEA (as custodian for NPDC)**	Acquisition on conversion of convertible debt	8,000,000	\$0.75
		Net Movement by NPDC	14,761,748	
30/06/2010	HSBC Nominees (New Zealand) Limited (as custodian for First Eagle Investment Management LLC)**	Acquisition under rights issue	843,750	\$0.75
30/06/2010	HSBC Nominees (New Zealand) Limited (as custodian for First Eagle Investment Management LLC)**	Disposal of shares (Trade)	-1,000,000	\$0.75
		Net Movement	-156,250	
27/05/2010	Douglas Related Entities*** / Forsyth Barr Custodians Limited (Forsyth Barr)	Transfer by Douglas Related Entities*** to Forsyth Barr pursuant to custody arrangement	(6,960,000)	N/A
30/06/2010	Forsyth Barr (as custodian for Douglas Related Entities***)	Acquisition under rights issue	870,000	\$0.75
30/06/2010	Forsyth Barr (as custodian for Douglas Related Entities***)	Acquisition from partial underwrite of the rights issue	37,125	\$0.75
30/06/2010	Forsyth Barr (as custodian for Douglas Related Entities***)	Acquisition of shares (Trade)	1,000,000	\$0.75
20/07/2010	Forsyth Barr / Douglas Related Entities***	Transfer by Forsyth Barr to Douglas Related Entities*** pursuant to custody arrangement	(8,867,125)	N/A
		Net Movement****	1,907,125	

*The information provided in the table above is the latest practicable information available from substantial security holder disclosures made available to the Unlisted Platform or otherwise known by NPDC.

**New Zealand Central Securities Depository Limited acting as nominee.

***As specified in the table following paragraph 4.1.

****This amount does not take into account transfers pursuant to the custody arrangement.

5.2 To the best of NPDC's information, knowledge and belief, after making proper enquiry the following persons, referred to in paragraphs 4.1(a) to 4.1(d), have acquired or disposed of equity securities in Tasman Farms (other than ordinary shares, which are listed in the table under paragraph 5.1) during the 6-month period before the date of this Offer:

- (a) On 31 May 2010, NPDC acquired 6,182,762 convertible redeemable notes (each with a face value of \$1.00). These notes may be converted into Tasman Farms ordinary shares (at a price \$0.75 per Tasman Farms share) upon NPDC's election from time-to-time.
- (b) On 30 June 2010, NPDC converted 6,000,000 of the convertible redeemable notes (with a face value of \$6,000,000) into a total of 8,000,000 Tasman Farms ordinary shares (ie, at a price of \$0.75 per Tasman Farms share), such shares held by TEA (as custodian for NPDC).

6. AGREEMENTS TO ACCEPT OFFER

6.1 The following Tasman Farms shareholders have entered into agreements with NPDC under which those persons have agreed conditionally or unconditionally to accept the Offer in respect of their holdings of Tasman Farms Shares. The material terms of these agreements are set out below:

	Name	Number of Tasman Farms Shares as of the date of the Agreement	Date of Agreement
(a)	First Eagle Investment Management, LLC	6,593,750	31 August 2010

6.2 A summary of the material terms of the agreement(s) referred to above are as follows:

- (a) NPDC has committed to make an Offer with an offer price of \$1.00, on specified terms, no later than 21 September 2010.
- (b) First Eagle Investment Management, LLC committed to accept that offer on the day it receives the Offer.
- (c) Both parties agreed to keep the terms of the agreement confidential, except as required by law.
- (d) The agreement terminates if an Offer is not made on or before 21 September 2010 or First Eagle Investment Management, LLC's investment management agreement for any of its Accounts is terminated.

7. ARRANGEMENTS TO PAY CONSIDERATION

7.1 NPDC confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of this Offer and to pay any debts incurred in connection with the Offer (including the debts arising under Rule 49 of the Takeovers Code).

7.2 A statement setting out the rights of each Offeree under rule 34 of the Takeovers Code, to withdraw acceptance for non-payment by NPDC of the consideration, is set out in paragraph 2.3 of the Terms of the Offer.

8. ARRANGEMENTS BETWEEN NPDC AND TASMAN FARMS COMPANY

- 8.1** As at the date of this Offer, no agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between NPDC or any associates of NPDC, and Tasman Farms or any related company of Tasman Farms, in connection with, in anticipation of, or in response to, this Offer.

9. ARRANGEMENTS BETWEEN NPDC AND DIRECTORS AND OFFICERS OF TASMAN FARMS

- 9.1** As at the date of this Offer, no agreement or arrangement (whether legally enforceable or not) has been made, or proposed to be made, between NPDC or any associates of NPDC, and any of the directors or senior officers of Tasman Farms or of any related company of Tasman Farms (including any payment or other benefit proposed to be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office) in connection with, in anticipation of, or in response to, this Offer.

10. FINANCIAL ASSISTANCE

- 10.1** No agreement or arrangement has been made, or proposed to be made, under which Tasman Farms or any related company of Tasman Farms will give (directly or indirectly) financial assistance for the purpose of, or in connection with, this Offer.

11. LIKELIHOOD OF CHANGES IN TARGET COMPANY

- 11.1** NPDC has further development plans for Tasman Farms, which it intends to implement through changes to the investment profile of Tasman Farms. These development plans include:
- (a)** simplifying the company structure; and
 - (b)** possible expansion of dairy interests through further conversions and acquisitions (which is likely to require the company to secure further debt and equity funding).
- 11.2** In order to effectively execute the outlined changes to the investment profile, NPDC intends to exercise greater control over the governance and direction of the business.
- 11.3** Specifically, NPDC intends to ensure the required skill sets are in place (where not already so) at governance and management levels to implement the planned changes.
- 11.4** If NPDC becomes entitled to invoke the compulsory acquisition provisions of the Takeovers Code, it intends to compulsorily acquire any outstanding Shares.

12. PRE-EMPTION CLAUSES IN TARGET COMPANY'S CONSTITUTION

- 12.1** As at the date of this Offer, there are no restrictions on the right to transfer equity securities to which the Offer relates that:
- (a)** are contained in the constitution of Tasman Farms; and
 - (b)** have the effect of requiring the holders of the securities to offer the securities for purchase to members of Tasman Farms or to any other person before transferring the securities.

13. ESCALATION CLAUSES

- 13.1** As at the date of this Offer, there are no agreements or arrangements (whether legally enforceable or not) under which:

- (a) any existing holder of equity securities in Tasman Farms will or may receive in relation to, or as a consequence of, this Offer any additional consideration or other benefit over and above the consideration set out in this Offer; or
- (b) any prior holder of equity securities in Tasman Farms will or may receive any consideration or other benefit as a consequence of this Offer.

14. CLASSES OF SECURITIES

14.1 No report is required under rule 22 of the Takeovers Code (which, if the offer is for more than 1 class of securities, requires a report by an independent adviser on the fairness and reasonableness of the consideration and terms of the offer as between different classes of securities).

15. CERTIFICATE

To the best of our knowledge and belief, after making proper enquiry, the information contained in or accompanying the offer document is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by NPDC under the Takeovers Code.

New Plymouth District Council



Barbara McKerrow
Chief Executive Officer
New Plymouth District Council



Steve Taylor
GM Support Services, who fulfils the role of
Chief Financial Officer
New Plymouth District Council



Peter Tennent
Mayor



Phil Quinney
Councillor