

COPY

Approved by Registrar-General of Land under No. 2002/3048

Lease instrument
Section 115, Land Transfer Act 1952

L 6359549.5 Lease

Cpy - 01/01.Pgs - 013,24/03/05,14:06



Land registration district

OTAGO

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

OT 9B/770	Part	1.4117 ha being Pt Sec 131, Blk XX Shotover S.D. (continued on annexure schedule)
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Lessor

Surname(s) must be underlined or in CAPITALS

QUEENSTOWN LAKES DISTRICT COUNCIL

Lessee

Surname(s) must be underlined or in CAPITALS

KIWI AND BIRDLIFE PARK LIMITED

Estate or interest*

Insert "fee simple", "leasehold in lease number", etc

FEE SIMPLE

Lease memorandum number

Term

TWENTY (20) YEARS FROM 1 JULY 1997

Rental

Operative clause

If required, set out the terms of lease in Annexure Schedule(s).

The Lessor leases to the Lessee and the Lessee accepts the lease of the above estate or interest in the land in the above certificate(s) of title or computer register(s) for the term and at the rental and on the terms of lease set out in the above lease memorandum or in the Annexure Schedule(s) (if any).

Dated this 8th day of March 2005

Attestation

	Signed in my presence by the Lessor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Lessor	Occupation
	Address

	Signed in my presence by the Lessee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
Signature [common seal] of Lessee	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Lessee

*The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

Annexure Schedule



Insert type of instrument
 "Mortgage", "Transfer", "Lease" etc

Lease

Dated 8 March 2005

Page 1 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Area and Legal Description

OT 185162	Part	0.4344 ha being Pt Sec 131, Blk XX, Shotover S.D
OT 185161	ALL	
OT 9B/770	Part	6282 m ² being Section 1 SO 24407

Continuation of Operative Clause

FIRST SCHEDULE

A. The Lessor is the administering authority pursuant to the Reserves Act 1977 of:

FIRST all that piece of freehold land held for the purposes of a recreation reserve subject to the Reserves Act 1977 containing 1.4117 hectares more or less being Part Section 131 Block XX Shotover Survey District being part of the land comprised and described in Certificate in Title 9B/770 (Otago Registry) ("the land firstly described").

AND SECONDLY all that piece of freehold land held for the purposes of a recreation reserve subject to the Reserves Act 1977 containing 0.4344 hectares being Part Section 131 Block XX Shotover Survey District being part of the land comprised and described in Certificate of Title 185162 (Otago Registry) ("the land secondly described").

AND THIRDLY all that piece of freehold land held for the purposes of a recreation reserve subject to the Reserves Act 1977 containing 1598m² more or less being Lot 1 Deposited Plan 345184 and being all that land comprised and described in Certificate of Title 185161 (Otago Registry) ("the land thirdly described").

AND FOURTHLY all that piece of freehold land held for the purposes of a recreation reserve subject to the Reserves Act 1977 containing 6282 m² more or less being Section 1 SO 24407 and being part of the land comprised and described in Certificate of Title 9B/770 (Otago Registry) ("the land fourthly described").

The land first, second, third and fourthly described being collectively referred to herein as "the demised land".

B. The Lessor has agreed to lease the demised land unto the Lessee for the purposes herein stated.

NOW THEREFORE in consideration of the rent herein reserved and the covenants herein of the Lessee THE LESSOR WITH THE PRIOR CONSENT OF THE MINISTER OF CONSERVATION ("the Minister") HEREBY LEASES unto the Lessee the demised land TO HOLD for a term of twenty (20) years inclusive of the 1st day of July 1997 and paying therefor to the Lessor the rental determined as hereinafter provided in clause 3 hereof and the Lessee the said KIWI AND BIRDLIFE PARK LIMITED DOETH HEREBY ACCEPT this lease of the demised land to be held by it as Tenant and subject to the conditions, restrictions and covenants herein set forth.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Lease

Dated 8 March 2005

Page 2 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

THE LESSEE COVENANTS with the Lessor as follows:

1. If the Lessee shall during the term hereby created pay the rent hereinafter reserved and observe and perform the covenants conditions and agreements on the part of the Lessee herein contained and implied up to the expiration of the term to the satisfaction of the Lessor and gives notice to the Lessor at least three (3) months before the expiration of the term of the Lessee's desire to take a renewal of the said term and if the Lessor is satisfied that some sport game or recreational activity should not have priority and that the trade business or occupation is still needed to enable the public to obtain the benefit and enjoyment of the reserve or for the convenience of persons using the reserve then the Lessee shall have a right at the cost of the Lessee to obtain a renewal of the term hereof for a term of fourteen (14) years and three hundred and sixty four (364) days from the date of expiry of the present term at an annual rent to be agreed upon by the Lessee and the Lessor, such rental not being less than the minimum payable under the previous term and subject, however, to all other terms and conditions as are contained herein and not inconsistent with the provisions of the Reserves Act 1977 or any Act in substitution therefor or consolidation thereof except that any such renewed Lease shall not contain provision for further rights of renewal so that the full period of the Lease of the demised land shall not exceed thirty four (34) years and three hundred and sixty four (364) days from the 1st day of July 1997 PROVIDED HOWEVER that should the Lessor and Lessee fail to agree as to the rental payable in respect of any renewed term then such rental shall be fixed by arbitration in accordance with the provision in that behalf in this Lease.
2. That the Lessee will pay unto the Lessor the rental hereinafter provided and in the manner following free of exchange and all other deductions and will also pay and discharge all rates taxes or other charges whatsoever now or hereafter to become payable in respect of its occupation of the demised land or any part thereof during the said term.
3. That the annual rental shall be assessed as follows:
 - (a) For the period commencing on the 1st day of July 1997 until the 30th day of June 2000 a sum equal to 3% of gross receipts of the businesses of the Lessee carried on the demised land.
 - (b) For the period commencing on the 1st day of July 2000 until the 30th day of June 2002 a sum equal to 4% of the gross receipts of the businesses of the Lessee carried on the demised land.
 - (c) For the period commencing on the 1st day of July 2002 until the expiry of the term of this Lease a sum equal to 5% of the gross receipts of the businesses of the Lessee carried out on the demised land.
 - (d) For the purposes of paying the rental referred to in clause 3(a) (b) and (c) hereof and for all the years of the term hereof the Lessee shall pay to the Lessor without demand the sum payable under clauses 3(a) (b) and (c) hereof by half-yearly payments within fourteen (14) days after the last day of August and February in each and every year.

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PSW *[Signature]*

[Signature] *CRG*

Annexure Schedule



Insert type of instrument
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Lease

Dated 5 March 2005

Page 3 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

- (e) For the purpose of this clause "gross receipts" shall include the total amount of all sales and services performed by the Lessee from and upon the demised land for cash or credit or otherwise howsoever and all rentals, licence and concession fees earned from and upon the demised land irrespective of whether the same shall have been paid for or not together with the amount of all exchange of goods wares merchandise and services for the like property or services at the selling price thereof as if the same had been sold for cash or the fair and reasonable value thereof whichever shall be the greater.
- (f) That the Lessee shall in respect of all services operated by it and its sub-tenants, licensees and concessionaires, if any, cause to be kept true and accurate record books and data which shall show among other things all sales made and services performed for cash or credit gratuitously or otherwise (without regard to whether payment has been made or not) and the same shall form the gross receipts of the Lessee's businesses done upon the demised land and the Lessee shall on or before the 30th day of June in each and every year during the term hereof submit to the Lessor a detailed statement showing gross receipts from the operation of the Lessee's businesses upon the demised land for the preceding year which reports shall show such reasonable detail and separation of accounts as shall be required by the Lessor.
- (g) For the purpose of the preceding sub-clause (a) (b) and (c) of this clause the Lessee will on the 30th day of June next following the date of commencement and at the end of each financial year but in any case not later than 31st day of August in the next financial year submit to the Lessor a statement certified by the Lessee's Auditor or by a Chartered Accountant approved by the Lessor showing the gross receipts for the Lessee's operations for the preceding period of financial year terminating on the 31st day of March and thereupon the Lessor shall calculate the annual rental which shall be payable by the Lessee in accordance with that set out in the preceding sub-clause (d) and the Lessee shall pay upon demand to the Lessor the rental as calculated and for the purpose of verifying the statement of gross receipts aforesaid an officer authorised by the Lessor or its authorised agent may at all reasonable times during ordinary business times inspect and examine all record books and other data kept in connection with the Lessee's operations hereunder.

- 4. That this Lease is granted under the provisions of Section 54(1)(d) of the Reserves Act 1977 and the provisions of the said Act and of any Regulations made thereunder applicable to such Leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.
- 5. That the Lessee shall not at any time during the terms hereof transfer, assign, underlet, mortgage or otherwise dispose of its interest or any part thereof in this Lease without the prior consent of the Lessor.
- 6. That the Lessee shall not erect or place any buildings or other improvements or add any addition to any existing building or structure on the demised land without the prior approval in writing of the Lessor and the Minister.
- 7. That the Lessee shall use the demised land solely for the purposes of a nature park and shall not otherwise use the same for trade purposes except for the provision of food and refreshments, Maori culture shows

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Annexure Schedule



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Lease

Dated 8 March 2005

Page 4 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

and the sale of books, catalogues, souvenirs and mementos of any kind to persons visiting the nature park and will conduct all operations in a proper and efficient manner so as to provide a bona fide service to the public to the satisfaction of the Lessor and the Lessee shall comply with any Act Regulation or By-Law applicable thereto and shall at all times arrange for the disposal of rubbish or waste matters of any nature whatsoever and shall remove the same from the demised land and if at any time the Lessor is of the opinion that the demised land is not being used or is not being sufficiently used for those purposes the Lessor after making such enquiries as the Lessor thinks fit and giving the Lessee an opportunity of explaining the usage of the land leased and if satisfied that the land leased is not being used or is not being sufficiently used for the purposes specified in this Lease may terminate the Lease on such terms as the Minister approves.

- 8. On termination of this Lease under the termination clause of the Lease or by effluxion of time, surrender, breach of conditions or otherwise howsoever the demised land together with all improvements thereon shall revert to the Lessor without compensation payable to the Lessee or otherwise.
- 9. That except for a caretakers residence which must not exceed 200m² in area and must not have more than 3 bedrooms, the improvements erected on the demised land shall not be used for personal occupation or any form of living accommodation or residence.
- 10. The Lessee will not light or permit to be lit any fire on the demised land other than in a proper fireplace or in a place approved by the Lessor or its agents.
- 11. The Lessee will ensure that the demised land is at all times kept in a neat and tidy condition to the satisfaction of the Lessor.
- 12. The Lessee will ensure that all drainage including effluent from any septic tank is disposed of in such a manner that the drainage will not create a nuisance on the demised land or any adjacent land or to any other party.
- 13. The Lessee shall at all times duly and fully comply with the provisions of the Biosecurity Act 1993 and the Plants Act 1970 and amendments thereto and with all notices or demands lawfully given or made by any person in pursuance thereof.
- 14. The Lessee shall have no right, title or claim whatsoever to any minerals on or under the surface of the soil of the demised land.
- 15. The Lessee shall at all times at its own expense maintain and keep in good order and repair the improvements on the demised land (damage by fire, storm, earthquake, tempest or other inevitable accident excepted) and shall keep the surrounding area clear and tidy to the satisfaction of the Lessor and shall not do any act which detracts from the neatness and tidiness and natural beauty of the environs.
- 16. That the Lessee shall erect and maintain all boundary fences and shall assume all the obligations that may be imposed on Her Majesty the Queen or the Lessor by operation of law in regard to fencing on the said

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Lease

Dated 8 March 2005

Page 5 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

land or along the boundaries thereof PROVIDED THAT all security fences are to be painted a dark colour or if security netting is used then this shall be coated in a dark colour to minimise visual impact.

17. That the Lessee shall make every effort to utilise the existing vegetation on the demised land and will undertake gradual replacement of vegetation rather than carry out any extensive felling of existing vegetation and any vegetation that is felled will be removed and tree stumps left flush with ground level. The Lessee shall be authorised to remove exotic conifers and where possible retain native vegetation.

18. That the Lessee shall indemnify the Lessor and the Minister against all or any claim, injury, damage or loss which may arise during the construction, erection or operation of any authorised buildings, facilities or works including permitted alterations, maintenance and additions thereto, and shall further indemnify the Lessor and the Minister against all or any claim, injury, damage or loss which may arise during the said term.

19. That:

(a) without in any way limiting the liability of the Lessee under clause 18 hereof) the Lessee shall forthwith take out and thereafter during the continuance of this Lease keep in the name of the Lessor and the Minister and the Lessee with some insurer to be approved by the Lessor a Public Liability Insurance policy (or policies if the insurer shall require two such policies, one in the name of the Lessor and one in the name of the Minister) for not less than \$1,000,000.00 for any one accident whereby the Lessor and the Minister shall during the term of this Lease be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, charges, accounts and expenses to which the Lessor and the Minister shall or may be liable AND the Lessee will pay all premiums and other monies payable in respect of all such insurance as the same shall become due and payable and will produce to the Lessor such policy or policies of insurance and the receipts for the premiums and other monies payable thereunder within fourteen (14) days of the due date of such premiums and if default shall be made in keeping the said policy or policies on foot as aforesaid or in the event of the premiums or other monies payable in respect thereof being unpaid or the receipts thereof or the policy or policies not being produced to the Lessor it shall be lawful for but not obligatory on the Lessor to effect and maintain such insurance and to pay the said premium and other monies or any of them and all monies expended for such purposes shall be repaid by the Lessee to the Lessor on demand AND the Lessee will not do or omit or suffer to be done or omitted any act, deed, matter or thing whereby any such insurance may be vitiated or rendered voidable and will give true and particular information to the Office or Company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect the said policy or policies of insurance or the payment of all or any monies thereunder in the event of any claim being made against the Lessor or the Minister as therein provided.

(b) If the Lessor makes any payment due under this clause on behalf of the Lessee and such remains unpaid after fourteen (14) days of demand having been made the Lessor shall have the right to sue for and recover the same as if it were a debt owing to the Lessor.

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Lease

Dated 8 March 2005

Page 6 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

20. That the Lessee will insure within the meaning ascribed to those words in the Fourth Schedule to the Land Transfer Act 1952 and will produce to the Lessor on demand the receipt or receipts for the annual or other premiums payable on account thereof and the policy or policies and all monies received pursuant to any such insurance shall be expended in or towards repair, reinstatement and re-erection of buildings and facilities on the demised land PROVIDED HOWEVER that if the Lessee determines that such destroyed or damaged buildings or facilities are not to be repaired, reinstated or re-erected, the Lessee shall forthwith remove the damaged or destroyed building or buildings or facilities or the remains thereof and forthwith restore the area to the satisfaction of the Lessor and that in such event the cost of removing damaged or destroyed buildings or facilities and restoring the area shall be paid from the proceeds of the insurance as aforesaid and the balance shall be paid to the Lessee or other persons entitled to the same.
21. The Lessee will not use or allow to be used any building or structure on the demised land in any way that may constitute a nuisance or annoyance to the Lessor or to any person lawfully on or using any part or parts of the reserve on which it is situated or in such a way as may prejudice the Lessor in its control of the said reserve or as may expose the Lessor to any liability and the Lessee will indemnify the Lessor from any loss or damage thereby arising.
22. All buildings or structures on the demised land shall comply with the Building Code of the Local Authority and with all relevant health requirements of any Authority.
23. The Lessee shall maintain the improvements in a painted condition to the reasonable satisfaction of the Lessor.
24. Any petrol or fuel for whatever purpose shall be stored on the demised land in accordance with the provisions of the Dangerous Goods Act 1974.
25. No hoardings, advertisements or billboards shall be erected or displayed upon the exterior of any building on the demised land or upon the demised land without the approval of the Lessor.
26. That the Lessee shall not discriminate in any manner against or refuse facilities to any person or persons except on the ground of misconduct or misdemeanour or uncleanness or by reason of the fact that the facilities now erected and hereafter to be erected on the said land are full or occupied PROVIDED HOWEVER that any omission or failure to observe any of the Rules referred to in Clause 27 hereof if made in good faith AND PROVIDED any person so offending complies with such Rule upon his attention being drawn to it shall not be deemed to be a reason for his removal or expulsion. The Lessee will at all times observe a strictly uniform and impartial attitude as to admission rates and services and in all respects to all persons except as aforesaid the Lessee will afford as efficient a service as is usual for the undertakings mentioned in Clause 7 hereof.
27. That the Lessee may make such rules for the management and control of any buildings and facilities erected or to be erected on the demised land and the conduct of persons using the demised land and facilities thereon as may be proper and necessary PROVIDED THAT all rules so made shall be consistent with these presents and before coming into force shall be submitted to and approved by the Lessor. If any

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Annexure Schedule



Insert type of instrument
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Lease

Dated 8 March 2005

Page 7 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

dispute shall arise between the Lessee and the Lessor as to the propriety of any Rules, such dispute shall be referred to the Minister whose decision shall be final and binding on both parties. The Lessee shall cause all such Rules when so approved and adopted to be printed and posted up in some conspicuous place on the demised land for the information and guidance of all persons using the said buildings, facilities and land.

28. That if:

- (a) the rent hereby reserved or part thereof shall be in arrears or unpaid on any day on which the same ought to be paid and remain unpaid for three (3) months thereafter whether the same shall be lawfully demanded or not; or
- (b) default is made by the Lessee in the full and faithful performance and observance of any of the covenants conditions or agreements contained in this Lease; or
- (c) the Lessee shall be liquidated, or enter into any composition with or assignment for the benefit of its creditors, or become insolvent, or being a private person shall be adjudged bankrupt, or being a limited liability Company shall go into liquidation or be dissolved or an order is made or an effective resolution is passed for liquidation, or a Receiver of the assets or any part thereof is appointed, or if the estate or interest of the Lessee shall be made subject to any writ of sale or charging order, or if the Lessee shall cease to function;

then in such case it shall be lawful for the Lessor forthwith without suit notice or demand to enter into and upon the demised land or any part thereof in the name of the whole and determine this Lease but without discharging the Lessee from liability for rent due or accruing due or from any previous breach of the covenants conditions or agreements herein contained or implied.

29.

- (a) Any notice to be given by the Lessee to the Lessor under this Lease may be served by delivering the same to the Chief Executive and Principal Officer of the Lessor or by posting the same by registered letter to the office of the Lessor.
- (b) Any notice required to be given by the Lessor to the Lessee if the Lessee is an individual may be served by delivery to him either personally or by posting it by registered letter addressed to that person at his last known place of abode or business in New Zealand. Any notice required to be given by the Lessor to the Lessee if the Lessee is a Company or Society Incorporated under the Incorporated Societies Act 1908 may be served by leaving it at the Company's or Society's registered office or be sending it through the post in a registered letter addressed to the Company or Society at that Office.

30. The Lessee shall submit to the Lessor for approval full details of any proposed development on the demised land and submit to the Lessor details of how any development is to be financed.

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PDW *SWS* *R*

JF *CR4*

Annexure Schedule



Insert type of instrument
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Lease

Dated 5 March 2005

Page 8 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

- 31. The area leased may be reduced during the term of the Lease if any part of its is required for recreational purposes.
- 32. Where this Memorandum refers to arbitration the matter shall be submitted to the arbitration of a single arbitrator to be agreed upon or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to the arbitration) such arbitration to be carried out in accordance with the provisions of the Arbitration Act 1996 or any then statutory provision relating to arbitration.
- 33. If the Lessee at any time requests the consent of the Lessor or the Minister pursuant to any clause in this Lease which provides for consent of the Lessor or the Minister, then the Lessor or the Minister shall not unreasonably withhold that consent.
- 34. The Lessee shall have no right of acquiring or purchasing the fee simple of the demised land.
- 35. That the Lessee shall make only such admission charges appropriate to the circumstances as the Lessor may from time to time approve.
- 36. If the Lessee defaults in payment of the rent or any other moneys payable hereunder for thirty (30) days then the Lessee shall pay on demand interest at a rate of 15% on the moneys unpaid from the due date for payment down to the date of payment.
- 37. That the Lessee shall pay the Lessor's costs and disbursements on and incidental to the preparation and registration of this Lease.

WHEREAS the Lessor is the administering authority pursuant to the Reserves Act 1977 of the following land situated in the Land District of Otago:

- (a) all that parcel of land containing 0.2805 hectares more or less being Section 129 Block XX Shotover Survey District and being part of that land contained and comprised in Certificate of Title 9B/770 (Otago Registry).

(hereinafter called "the land fifthly described").
- (b) all that parcel of land containing 4.066m2 hectares more or less being Lot 3 Deposited Plan 345184 being part of that land contained and described in Certificate of Title 185162 (Otago Registry).

(hereinafter called "the land sixthly described").

AND WHEREAS for the better operation of the Nature Park the Lessee has requested the grant of the Easements hereinafter specified;

AND WHEREAS the Lessor with the approval of the Minister has agreed to such Easements being granted;

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Lease

Dated 8 March 2005

Page 9 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

NOW THEREFORE THIS DEED WITNESSETH that in pursuance of the premises hereinbefore contained and in consideration of:

1. The covenants on the part of the Lessee hereinafter contained (as is hereby acknowledged); and
2. The sum of TEN CENTS (\$0.10) paid to the Lessor by the Lessee (the receipt whereof the Lessor hereby acknowledges) the Lessor DOTN HEREBY TRANSFER AND GRANT unto the Lessee for and during the term hereby created the rights and easement specified hereafter as follows:
 - (a) The Right of Way Easement over the land fifthly described set forth in the Second Schedule hereto.
 - (b) The Right of Way easement over the land sixthly described set forth in the Third Schedule hereto.
 - (c) The Access and Parking Easement over the sixthly described set forth in the Fourth schedule.

SECOND SCHEDULE

The full and uninterrupted right and liberty for the Lessee, its servants, agents, workmen and lawful visitors from time to time and at all times by day and by night to pass and repass with or without horses, carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the land fifthly described as the same is particularly delineated on Survey Office Plan 24407 and thereon marked "A" appurtenant to Section 1 SO 24407, Block XX Shotover Survey District being the land fourthly described.

THIRD SCHEDULE

The full and uninterrupted right and liberty for the Lessee, its servants, agents, workmen and lawful visitors from time to time and at all times by day and by night to pass and repass with or without horses, carriages, vehicles, motor vehicles, machinery and implements of any kind over and along that part of the land sixthly described as the same is more particularly delineated on Deposited Plan 345184 and thereon marked "A" appurtenant to Lot 1 Deposited Plan 345184 being the land thirdly described, and Part Section 131, Block XX Shotover Survey District being the land secondly described.

FOURTH SCHEDULE

The full free uninterrupted and unrestricted right and liberty for the Lessee, its servants agents, workmen, and lawful visitors from time to time and at all times together with the Lessor and other persons whom the Lessor may grant similar rights, by day and by night to have a vehicle access to and over and to park upon that part of the land sixthly described as the same is more particularly shown marked "F" on Deposited Plan 345184 appurtenant to Lot 1 Deposited Plan 345184 being the land thirdly described and Part Section 131, Block XX Shotover Survey District being the land secondly described PROVIDED HOWEVER that the Lessee expressly acknowledges and agrees that the right to park is not exclusive to the Lessee and/or the Lessee's use of the demised land and such rights shall at all times be in accordance with the manner in which the land sixthly described is marked out for parking and with any signs that may be erected by the Lessor.

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Annexure Schedule



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Lease

Dated 8 March 2005

Page 10 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

GENERAL

ARBITRATION

I.

- 2. Any dispute as to the construction of these presents or the meaning of any Covenant or Condition hereof or the rental payable on any renewal thereof shall be determined by reference to Arbitration in the manner provided by the Arbitration Act 1996.
- 3. No reference to Arbitration shall be deemed to suspend rental or other payments due under this Lease and all payments otherwise due shall be made pending the result of such Arbitration.

INTERPRETATION

II.

- 4. When the context so admits the expressions "the Lessor" and "the Lessee" include the persons deriving title under the Lessor and the Lessee respectively (which includes their successors and in the case of the Lessor any administering authority succeeding to that role in respect of the demised land and servient tenements described herein).
- 5. Words importing the singular or plural number include the plural or singular number respectively.
- 6. Words importing one gender include the other gender as the case may require.

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Lease

Dated 8 March 2005

Page 11 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

"Continuation of Attestation"

The Lessee the said KIWI AND BIRDLIFE PARK LIMITED DOTH HEREBY ACCEPT this Lease of the demised land to be held by it as lessee subject to the conditions, restrictions and covenants above set forth.

SIGNED for and on behalf of
THE MINISTER OF CONSERVATION
as consenting party by the Principal Administrative
Officer of the QUEENSTOWN LAKES DISTRICT
COUNCIL pursuant to a designation given to the
Queenstown Lakes District Council by the Minister
of Conservation in the presence of:

Signature

Joanna May Schmeck

Full Name

Queenstown

Address

District Secretary

Occupation

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Lease

Dated 8 March 2005

Page 12 of 12 Pages

(Continue in additional Annexure Schedule, if required.)

GUARANTEE

IN CONSIDERATION of the Lessor entering into this lease at the request of PAUL STEPHEN WILSON and IRENE SANDRA WILSON ("the Guarantor") the Guarantor:

- (a) guarantees payment of the rent and the performance by the Lessee of the covenants in the Lease; and
- (b) indemnifies the Lessor against any loss the Lessor might suffer should the Lease be lawfully disclaimed or abandoned by any liquidator, receiver or other person.

THE GUARANTOR covenants with the Lessor that:

1. No release, delay or other indulgence given by the Lessor to the lessee or to the Lessee's successors or assigns or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier.
2. As between the Guarantor and the Lessor, the Guarantor may for all purposes be treated as the Lessee and the Lessor shall be under no obligation to take proceedings against the Lessee before taking proceedings against the Guarantor.
3. The Guarantee is for the benefit of and may be enforced by any person entitled for the time being to receive the rent.
4. An assignment of the lease and any rent review in accordance with the lease shall not release the Guarantor from liability.
5. Should there be more than one Guarantor their liability under this Guarantee shall be joint and several.

SIGNED by the Guarantor
PAUL STEPHEN WILSON
and IRENE SANDRA WILSON
in the presence of:

P. Wilson
I. Sanderson

Witness

Occupation ROBERT FINLAYSON CRAIGIE
SOLICITOR
ARROWTOWN

Address

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

P.S.W. *S.S.W.* *R.F.C.*

J

CRM