

Before Queenstown Lakes District Council

---

In the matter of            The Resource Management Act 1991

And                            The Queenstown Lakes District proposed District Plan Topic 11  
Ski Area Subzones mapping

---

**STATEMENT OF EVIDENCE OF HAMISH MCCROSTIE FOR**

Soho Ski Area Limited and Blackmans Creek No. 1 LP (#610)

Treble Cone Investments Limited (#613)

Dated 28 March 2017

---

**Solicitors:**

Maree Baker-Galloway | Rosie Hill  
Anderson Lloyd  
Level 2, 13 Camp Street, Queenstown 9300  
PO Box 201, Queenstown 9348  
DX Box ZP95010 Queenstown  
p + 64 3 450 0700 | f + 64 3 450 0799  
maree.baker-galloway@al.nz | rosie.hill@al.nz

**anderson  
lloyd.**

## Qualifications and Experience

- 1 My name is Hamish McCrostie. I am employed by Darby Asset Management and hold the qualifications of Bachelor of Applied Management Degree with major in Strategic Management. I have been involved professionally in the ski industry for 38 years in New Zealand and internationally. I have held the following senior roles within the industry: Manager The Remarkables Ski Area 1994 – 2006, Manager Coronet Peak Ski Area 2006 – 2012. NZ Mountain Safety Council Snow and Avalanche Advisory Committee 1986 – 2011, Convenor 2002 – 2011, NZ Mountain Safety Council Executive Board 2007 – 2011. Snow Sports NZ (NSO) Board member 2012 – 2015. Currently I am General Manager Ski Operations for Darby Asset Management with responsibility for Planning and Development of Soho Basin Ski Area and strategic planning and technical advisory for Treble Cone Ski Area.
- 2 In preparing this evidence I have reviewed:
  - (a) The reports and statements of evidence of other experts giving evidence relevant to my area of expertise, including:
    - (i) The S.42A report prepared by Ms Banks (10 March) and associated expert evidence for the Council of Dr Read and Mr Davis and
    - (ii) Submissions made on both the provisions for and mapping of the Ski Area Sub Zones.
- 3 I have read the Code of Conduct for Expert Witnesses in the Environment Court Practice Note 2014. This evidence has been prepared in accordance with it and I agree to comply with it. I have not omitted to consider material facts known to me that might alter or detract from the opinions expressed.
- 4 I was originally involved (via the Mt Cook Company) in the development of submissions and investigation of the creation of the original ski area subzones through the Operative District Plan, in 1995. The areas as identified in 1995 are the same as notified through this District Plan Review. When originally considering the extent and location of these areas, it was never considered that in the future there might be alternative options to accessing the ski fields, other than the already constructed roads. Nor did we consider that the ski areas might evolve into year round attractions. The ski areas were created at that time, to service the needs of the time only. Now, having the benefit of hindsight, and considering the way in which the District Plan has evolved to require commercial and recreation resource consents in the Rural General Zone, it is recognised that it is critical to secure reliable and flexible access options to the

ski areas for the future, and integrated use for the wider area. This is consistent with the key objective for SASZs, to develop, grow, and consolidate SASZs, and recognises their critical importance in terms of social, cultural, and economic wellbeing for the wider community.

### **Scope of Evidence**

- 5 I have been asked by Soho Ski Area Limited and Treble Cone Investments Limited to prepare evidence in relation to the extension of the Cardrona and Treble Cone Ski Area Sub Zones. This includes:
  - (a) Access related needs for the viable operation, expansion, and diversification of the ski area subzones; and
  - (b) Activities to be conducted in respective areas of the requested extensions to the ski area subzones to provide for year round ski area activities and ancillary services to support those activities
- 6 Areas referred to in my evidence below are indicated on the **Attached Plan** showing consented and constructed facilities at Soho ski area. The intent of this Plan is to show the integration between these already consented / constructed facilities and the proposed extension areas, and to give context to the Panel for these relatively newly consented facilities.

### **Executive Summary**

- 7 The continued viability of the region's ski areas requires significant ongoing capital investment to continually improve their offerings to remain attractive and competitive both internationally and domestically. The recognition of the expansion of ski area activities and ski areas as year round attractions is very important in supporting the ongoing financial sustainability of the region's ski areas and the region's commerce.
- 8 Ski areas still have significant potential to develop and improve year round, commercial recreation, hospitality and accommodation attractions. A more integrated means of access/passenger transport from the valley floor would improve the full package of services offered, improve attractiveness and draw in greater numbers of visitors.
- 9 The recognition of the intrinsic relationship between the access and operation of ski areas activities, given the nature of their locations in remote high country areas is important. The creation of access corridors through extension of the Ski Area Sub Zones including both land based and passenger lift / other systems and associated infrastructure and services, will provide the set up the most useful framework in planning and operational terms for developing these ski

area related activities. In my opinion this is also very important for the use, management and development of the region's ski areas into the future. This further aligns with and supports the objectives of the Ski Area Sub Zones to enable the development, growth, and consolidation of those areas.

- 10 In my opinion it will be of significant benefit to specifically include access roads within the SASZs. Use of vehicles is the current form of access. Access roads are currently the preferred access due to the relative cost, and reliability. Therefore, in my opinion from a business security and operational point of view, it is importance their ongoing maintenance and upgrading, and construction is provided for within the SASZ context.
- 11 From my experience, technology for passenger lift systems has advanced significantly and is now at the point where it is a viable system for introduction to New Zealand. These systems have real potential to provide much more efficient and safe access to the mountains, with (if done well) less visual effects, less use of fuel, and much safer access for the large volumes of people who would not otherwise be able to access our mountain areas. A passenger lift system would be able to convey 3,000 – 3,500 people per hour (peak). Taking into account future capacity expansion and growth, it is anticipated that a lift system might operate in the future to convey up to 7,000 passengers each way per day.
- 12 It is important to have this peak capacity given the 'time of arrival / departure window' for a ski field means there can be increased pressure on the road capacity at particular times of the day.
- 13 As with identification of access roads, it will be of significant benefit if there is a suitably flexible framework providing for passenger lift systems within SASZs, given the rate at which technology changes are advancing for options of different lift systems.
- 14 In addition to linking SASZs to the district road network and adjacent zones, and providing for access, it is important to recognise the appropriateness of other activities which can suitably operate year round within the extension areas. Above, 1100masl on the Soho ski area, the extension requested will provide for the full package of ski area activities, and will enhance the summer and winter recreation opportunities for the wider Cardrona SASZ. Below 1100masl, it is appropriate that activities are more confined (particularly built form), but enable activities such as commercial recreation (including recreational biking in the summer months) and other activities ancillary to, and necessary to support, the wider SASZ activities.

## Summary of Previous DPR evidence – Rural Topic 02 and Subdivision Topic 04

- 15 In the Rural Hearing Stream I presented evidence in relation to the Rural Chapter 21 on behalf of the Submitters. This evidence covered:
- (a) A description of the Soho Ski area and the Treble Cone Ski area, including the facilities currently operating at these areas, their location and legal status, and the future planned extensions and operations of these facilities.
  - (b) An explanation of ski area activities, and why it is appropriate a broad range of activities occur in ski areas in order to develop ski areas to their full potential.
  - (c) An explanation of the various machinery and infrastructure utilised in these ski areas, including access options and various passenger lift system operations.
  - (d) A summary of the benefits of ski area activities to the economic wellbeing of people and communities, including international trends in development of ski areas.
- 16 I invite the Commissioners to read and refer to that previous tabled evidence and the transcripts of recordings relating to the presentation of that evidence.
- 17 I assisted Chris Ferguson in the preparation of evidence and supplementary evidence in respect of the Subdivision Hearing Stream (Topic 04). The amended relief package put forward by the Submitters in that hearing provided a controlled activity framework for subdivision related to Ski Area Activities within the SASZs, or undertaken in accordance with a structure plan, spatial layout plan, or ecological management plan required by the visitor accommodation activity rules. Other subdivision would fall within the Rural General Zone default discretionary status.
- 18 The core reasoning behind controlled activity subdivision associated with Ski Area Activities in SASZs was to recognise the fundamental difference and unique aspects of the use of SASZs as compared to other zones; the Rural General Zone in particular. Providing for subdivision within a framework which manages effects on landscape and ecological values will allow for important future options for ownership, growth, consolidation, and diversification within the SASZs.
- 19 Subdivision provides a mechanism for alternative ownership structuring of the ski field. There are many alternatives to ownership options which are useful for commercial diversification, such as unit titling. It can provide the ability to raise

capital for future development, and capital investment options. This supports integrated land management of the ski field area as a whole.

### **Background – Soho development and Recreation Permits**

- 20 The notified PDP Cardrona SASZ traverses both private free hold land and crown lease land. The Crown lease land of the Soho Ski Area is currently identified within the PDP Cardrona SASZ. It is otherwise known as part of Glencoe Station. A small portion of the Soho Ski Area freehold land is also already within the SASZ. The extension sought by the Submitters to the Cardrona SASZ is only over freehold land (CT 727253).
- 21 Within the upper Soho Basin there has been consent sought and obtained for one ski field lift, this is currently unbuilt. In the Willow Basin, there is a cat shed and base office building already constructed (RM140886). There is currently an access track which joins the Willow Basin to the upper Soho Basin along the ridgeline. There is also a track into the top and bottom of Soho Basin which provides access to the top and bottom of the proposed Soho chairlift, for which consent was granted in December 2014, (RM140926). This access also enables current commercial cat skiing operations in the Soho Basin. Recently, Soho has also consented the extension of this track lower into the bottom of Soho Basin and construction of a track into and along the lower Willow Basin, and obtained consent for a development of a staging area at the top of Soho Basin (RM161213). An emergency shelter and lunch hut was constructed in the lower Soho Basin in 2015 in accordance with RM160305.
- 22 Soho Ski Area Limited currently holds a Recreation Permit (**Attached as Appendix A**) with LINZ which covers both Basins, to the boundary of the Soho freehold land. The Recreation Permit provides for the full range of ski area activities to be constructed and undertaken, including Heli skiing, cat skiing, chairlift installation and operation, snow making, earthworks and trail development.
- 23 Within the freehold portion of the Soho ski area extension sought, and above 1100masl, skiing and associated winter activities are able to be undertaken. The Submitter has undertaken feasibility assessments in these areas as to the ability to commercially ski this land in the future. This area of the extension encompasses approximately 97ha of skiable terrain. This is mostly intermediate terrain, which could potentially support approximately 1200-1500 skiers at any one time. The utilisation of terrain in a ski area is a calculation of the area times by density (for intermediate terrain) of approximately 12 people per hectare. When integrated with the wider Soho Ski Area terrain, this will enhance and assist viability of the overall ski field.

- 24 As summarised in the evidence of Mr Ferguson, Soho Ski area is currently accessed by a consented all weather access track providing for a single lane four wheel drive vehicle access from Cardrona Valley Road. This was an upgrade of one of the original farm tracks (RM150040). The track has now been constructed and the submitter is in the process of associated revegetation, including hydro-seeding. The track is currently a 5m carriageway, gravelled in some places.
- 25 The track upgrade work was completed in accordance with the Development Restoration Protocol (third Schedule, Recreation Permit). When resource consent is applied for, this is accompanied by an ecological management plan which also is in accordance and based upon the Protocol in the Third Schedule. These plans are then usually incorporated into any conditions of consent, if granted. The Third Schedule Protocol is based on a general revegetation protocol developed between NZSki and DOC originally, it has since been formalised and now used at most ski areas which are administered by DOC. This is also in place at Treble Cone.
- 26 The Protocol prescribes that removed vegetation must be replanted in the ground after earthworks are complete. Re-vegetation always occurs as the development proceeds so as to ensure maximum transplant success. There are also independent and ongoing ecological monitoring and reporting requirements to assure that the conditions of the Protocol are implemented. This supplements any monitoring and reporting requirements also required to be undertaken by the consent holder through any resource consent conditions imposed by Council.
- 27 Future plans for the development of Soho include the construction of the chairlift in the Soho Basin (already consented); and to develop beginner areas and base area within the southeast corner of Willow Basin. This is a large relatively flat area that lends itself to beginner and base area development. This is also a logical place for passenger lift system access from the valley floor to off load passengers, addressed in more detail later in my evidence.

### **Background – Treble Cone development**

- 28 Treble Cone is currently accessed via a well-formed road from the main road to the base buildings. In 2010, Treble Cone was granted consent to construct and operate a gondola rising 945m over a total length of 3.5km and the construction of an associated base building complex located at the base of the mountain.
- 29 The Consent provides a very prescriptive design proposal, including the type of gondola system, its size and scale. Treble Cone Investments Limited (TCIL) has in recent years been focussing on the strategic direction / objective of improving the viable and attractive ski area which then in turn will support and justify the

construction of the gondola. This is a long term process, and one which needs to be done right to ensure its longevity and maximise the opportunity to support the SASZ.

- 30 The PDP SASZs covers the lease ski area with DOC for full ski area activities within that area (a copy of the lease is **attached** at **Appendix B** and the extension to this lease as **Appendix B1**). DOC requires a development plan for its approval which is updated on a five yearly basis, in accordance with the lease requirements. The development plan encompasses all aspects of development intended, including plans for construction of buildings, lifts, new tracks and trails, and indigenous vegetation clearance. Any amendments to the plan are also done in consultation with DOC.
- 31 TCIL is required to apply to DOC for consent for individual development projects as they arise (in accordance with the development plan). In practice, this occurs usually in the summer months, where a proposal is put forward to DOC for approval, with detailed plans of intended development to prepare for the coming winter season. As with Soho discussed above, TCIL also abides by the Protocol with DOC which covers matters of indigenous vegetation clearance and revegetation requirements.
- 32 The approval process with DOC involves providing detail plans which are in line with the development plan, the scope and scale, and revegetation associated. DOC may approve such plans, or ask for further refinement, and there are often conditions imposed as part of this process. Part of DOC's conservation management strategy is to identify specific areas for development and consolidation, rather than spreading new areas of development- in this way DOC are generally a supportive partner in development of SASZs.
- 33 TCIL has a separate lease for the road access from the valley floor to the ski area (a copy is **attached** as **Appendix C** and the extension to the lease as **Appendix C1**); this is not governed by a management plan, but upgrading works to the road do require consultation and approval from DOC. The Protocol also applies over this area.

#### ***Other Ski Area Activities within extension areas***

- 34 Expanding existing opportunities both seasonally and generally, in terms of diversification and expansion, will allow us to maximise the benefits from the existing ski area infrastructure and the significant investment already committed.
- 35 Use of mountain access facilities, on mountain resources and facilities in the non-winter months provides for accessible mountain experiences and for better utilisation of facilities that would otherwise be idle. The use of buildings, lifts and

services for mountain biking and hiking access and access to alpine accommodation is planned to enable all year round use of the ski area.

36 My evidence presented in Topic 02 thoroughly assessed the appropriateness of each of the activities identified within the PDP definition of Ski Area Activities, and why these are important and add value to the operation of the ski field. This list included:

- (a) Recreational activities – recognizing the benefit of diversifying this 'list' to including but not limited to: Snow sports, mountain biking, Mountain walking/running, passive alpine activities;
- (b) Passenger lift systems - has been included so that this listed activity is not so prescriptive as to preclude technology advancements and innovations in passenger transport mechanisms used to take or carry passengers up the mountain for access and or the activity.
- (c) Use of snow groomers, snowmobiles and 4WD vehicles for support of operational activities;
- (d) Activities ancillary to commercial recreational activities – including for example non snow indoor activities;
- (e) Visitor accommodation activities - to include recognition that More and more of the visiting ski area guests have experienced overseas winter sports destinations where ski in/ski out accommodation is a large part of the overall experience. Demand is growing for on snow accommodation in NZ. This requires accommodation to be located above a defined elevation level within the SASZ;
- (f) Commercial activities associated with ski area activities or recreation activities – recognising a diverse visitor experience including activities on the mountain such as indoor passive activities, events and competitions, and high quality resort like facilities;
- (g) Guest facilities including ticketing, offices, restaurants, cafes, rental equipment and retailing associated with any commercial recreation activit;
- (h) Ski area operations, including avalanche safety and ski patrol;
- (i) Installation and operation of snow making infrastructure, including reservoirs, pumps, snow makers and associated elements;
- (j) The formation of trails and other terrain modification necessary to operate the SASZ – recognising that Terrain modification is an accepted and commonly used method for trail development to assist safe and efficient

skier flows, assist with snow management and retention and development of base area layouts and beginner areas;

- (k) The provision of vehicle and passenger lift system access and parking;
- (l) The provisions of servicing infrastructure, including water supply, wastewater disposal, telecommunications and electricity.

37 The Submitter's refined SASZ relief sought will allow all ski area activities within the expansion areas above 1100masl. In relation to the Soho Ski Area Limited expansion this covers an area on the eastern face that can we have confirmed is suitable for skiing and other winter activities. In the extended area below 1100masl and outside of the transport overlay, we have confirmed the area's suitability for biking and walking trails to enable year round viability of and access to enjoy the ski field attraction. I understand that the earthworks chapter is now going to be reviewed in stage 2 of the PDP- assuming that earthworks remains a permitted activity in the SASZs, this is an important element of operation because there are often earthworks being undertaken on a large scale; things such as batter heights which require engineering over heights and certain volumes would be unnecessarily captured. These activities are adequately captured by the indigenous vegetation provisions. If you are restricted by volume, this would capture many large scale operations such as track upgrading.

38 Built forms are not readily anticipated in these areas below 1100masl and outside of the overlays provided on the attached plans. Soho recognises the importance of containing built form on these landscapes to particular identified areas. The plan should however have flexibility to recognise the connection of the SASZ to the adjacent road network and zones; it does not make sense that transport to and from the ski area could otherwise possibly trigger the need for commercial or recreation consent by virtue of the Rural General Zone rules It is unnecessarily complex if the Plan splits the operation of the ski field completely separate to the access road to get to that area, and the operation of which involves a completely separate consenting requirement against a the Rural General Zone rule framework.

### **Access and Passenger Lift Systems**

39 Ensuring better access to the SASZs by linking on-mountain facilities with road network on valley floor will allow visitors and residents to enjoy the natural values of the landscape and benefit from enhanced recreational, social, and cultural understanding; thereby adding to their intrinsic values.

40 For Soho, a key part of the rationale for the extension areas in the relief sought is to provide for sufficient flexibility to upgrade or undertake construction of a

vehicular ski area access road. This is to ensure that the required moderate gradient of such access roads can be accommodated. As stated above, the current access track is approximately a 5m wide corridor. Upgrading to full commercial use would likely require a 7m corridor (including provision for carriageway, shoulders and watertable). It is important that there is sufficient flexibility within the subzone to allow for such construction and upgrading to occur given that regular maintenance is required on the roads due to the extreme elements of its location and the requirement to provide for passenger safety.

- 41 Soho has been researching the location of a passenger lift system from the Cardrona Valley to the base area of the Soho Basin. This research includes considerations of ecological effects, landscape and visibility, and financial viability of different options, along with location and topographical constraints. The Overlay identified in the plan attached to Mr Ferguson's evidence recognises a combination of these factors assessed. Car parking would be most suitable at the terrace above the Cardrona Valley Road, to address visibility concerns. In this respect, I refer to the evidence of Ms Pfluger (in turn referencing Dr Read's evidence) regarding visibility effects and appropriate siting as follows:

*I concur with Dr Read's view that the topography of the SASZ extension is complex and that the area has some ability to absorb development because of that (para 5.29). As she states correctly, a large flat area at the base of the spur has the potential to absorb buildings without visibility from the valley floor, as the high-lying area is located on top of a steeply rising terrace. The relief sought has been further refined to identify an area with a Ski Area Facilities Overlay in this part of the SASZ extension, where potential base buildings for a gondola and associated car parking could be absorbed into the landscape without visual effects from the Cardrona Valley Road, Township or nearby areas.*

- 42 This route is a logical access option. The length and vertical elevation is less than other obvious options investigated and is well within the current technical engineering ability for a single length passenger lift system. It also largely follows the road corridor, thereby co-locating access options, and it is the shortest length within the freehold land (approximately 3km for the total length of a passenger lift system).
- 43 For Treble Cone, the access overlay shown represents the corridor of the already consented gondola route, and includes the formed road corridor. Similar to Soho, this location is a mix of factors combining to determine the most appropriate location. The flexibility needs of providing for this in the district plan,

in addition to the consent, are addressed below. As with Soho, the intent is to provide a base facility and carparking.

- 44 For Treble Cone, the offloading area of the gondola is within the existing SASZ. The scope and scale of buildings provided in the consent are prescriptive, as is the scale of the gondola. Investing in a passenger lift system is a complex process; it involves getting the design completely correct as its life span is considerable.
- 45 It is also important to get the ski area product itself absolutely right to create a sustainable, high quality attraction before investing in the gondola itself to transport people there.
- 46 Distance is a critical factor in determining the feasibility and appropriate location of passenger lift systems, as well as geotechnical aspects. Passenger lift system choice is largely based upon the capacity desired to service and the length and the vertical to lift the capacity. These factors govern the size of motors, gearboxes and electronic controls. There comes a point, where in considering a lift over a long distance, it becomes more feasible to provide a passenger lift system for the comfort and safety of people. Passenger lift systems vary in size and capacity and in any feasibility length, vertical lift and capacity requirements dictate, single cable systems can accommodate small to medium size cabins 6 – 10 people while larger systems such as a triple cable lift system (3S) will accommodate cabins for up to 30 - 40 people. These are very efficient but their scale is much larger. Technological advances in passenger lift systems are progressing quickly and continue to do so. There are now much more options for investors depending on different uses and objectives. Lift design and engineering is continuously evolving, bringing new ways of reducing maintenance and increasing the life– span of lift systems.
- 47 The base of a passenger lift system logically requires a bottom station for loading and unloading and mechanical components of a station. There is also the requirement for a building for the storage of cabins which come off the line overnight. There would need to be associated ticketing, ski rental, food and beverage, toilets etc. passenger off load areas, car parking and bus parking.
- 48 Both of the requested extensions will provide some certainty for the diversification and improvement of passenger transport from the valley floor up to the mountain by including through passenger lift systems facilitating easier and safer access to the SASZ's.
- 49 It will be of most benefit if the provisions recognising passenger lift systems in SASZs are sufficiently flexible to accommodate changing technology in lift systems, and be broad enough to include the necessary ancillary support structures and buildings. These include terminal and base buildings as these

are necessary to support the viable operation of the passenger lift systems. This would also include housing electrical and mechanical controls and parking capacity for chairs and cabins.

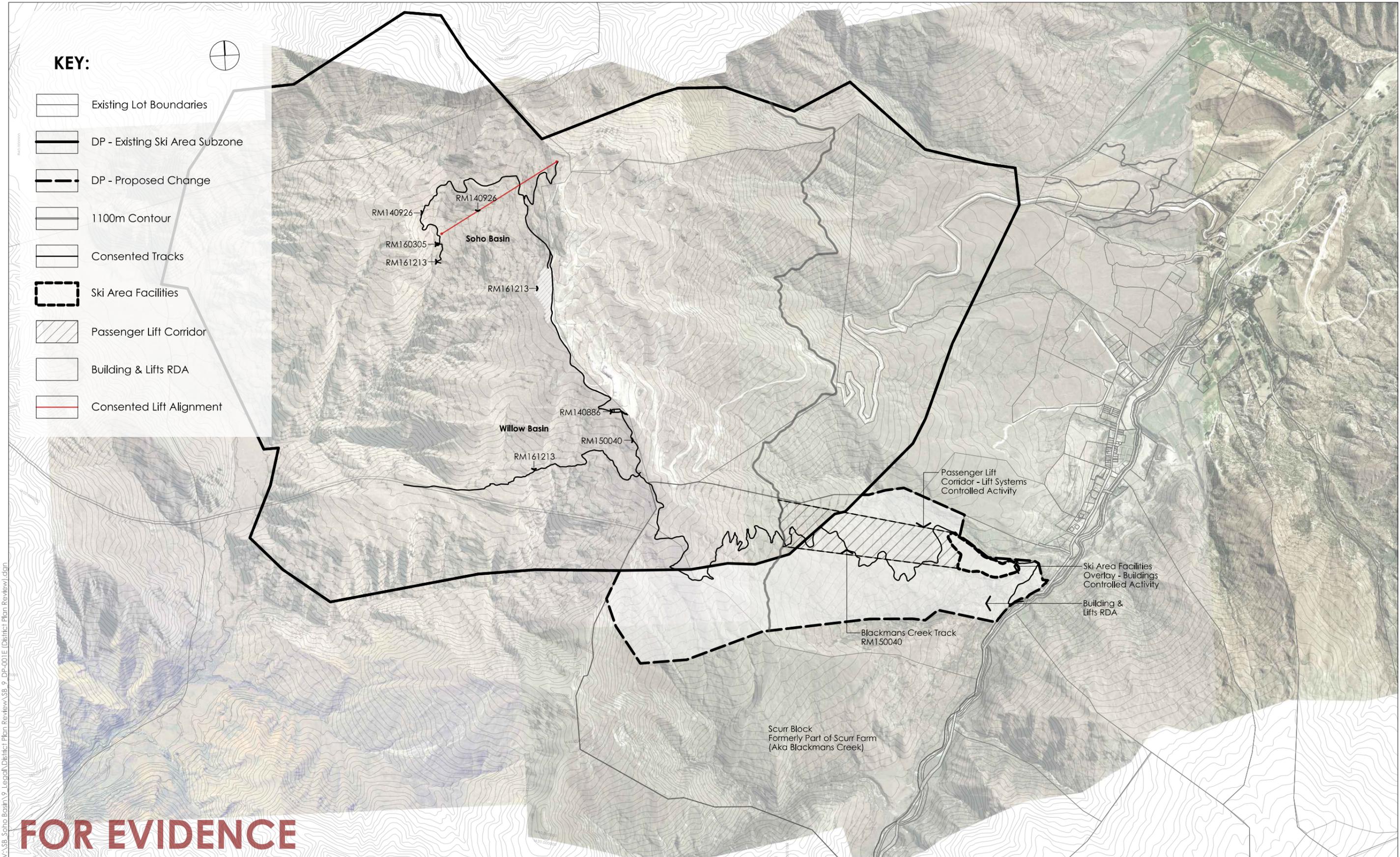
### **Conclusion**

- 50 For the ability to develop, grow, and consolidate the ski areas as a whole it is important to recognise the integration of ski area activities with adjacent land uses, in particular the District road network. The extension of the ski areas to provide for access and associated ski area activities as sought by the Submitters will best achieve the core purposes of the SASZs.
- 51 Changing technology in the provision of passenger lift systems means that the Plan should provide a suitably flexible framework to be able to account for those technological advancements into the future.
- 52 In reality, commercial factors and the market will determine how and where passenger lift systems will finally be implemented. It is unlikely this will present a competitive cumulative effect of multiple lift systems to one place in the future.

**Dated this 28<sup>th</sup> day of March 2017**

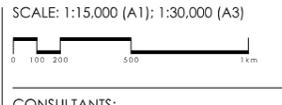
**Hamish McCrostie**

**Appendix 1 – Plan showing location of existing and consented facilities**



V:\SB\_Soho Basin\Local\District Plan Review\SB\_9\_DP-001E (District Plan Review).dgn

**DARBY PARTNERS**  
 Level 1, Steamer Wharf, Lower Beach Street  
 PO Box 1164, Queenstown 9348  
 Tel +64 3 450 2200 Fax +64 3 441 1451  
 info@darbypartners.co.nz  
 www.darbypartners.co.nz



CONSULTANTS:

NOTES:  
 Datum: NZGD: Linds Peak Circuit 1949

REVISION:

NO	DESCRIPTION	DATE	DRAWN	REVIEWED	APPROVED
-	For Information Only	21.10.15	ZC	-	-
A	For District Plan Review Submission	22.10.15	ZC	RT	-
B	For Information Only	03.03.17	WT	-	-
C	For Information Only	14.03.17	WT	ZC	HM
D	For Information Only	21.03.17	WT	ZC	HM
E	For District Plan Review Submission	28.03.17	WT	HM	HM

**DISTRICT PLAN REVIEW**  
**MAP 10: CARDRONA SKI AREA SUBZONE**

PLAN STATUS: **ISSUED**      JOB CODE: **SB\_9**      DRAWING NO: **DP-001**      REV: **E**

RECREATION PERMIT  
UNDER THE LAND ACT 1948

1 PARTIES:

THE COMMISSIONER OF CROWN LANDS pursuant to the Land Act 1948 ("the Grantor")

AND SOHO SKI AREA LIMITED, Level 2, 13 Camp Street, Queenstown ("the Grantee")

2 BACKGROUND:

- A. The Grantee wishes to undertake the activities described in the First Schedule ("the Activities") over the land described in the Second Schedule ("the Operational Area").
- B. The Grantor has agreed to grant a non-exclusive recreation permit pursuant to Section 66A of the Land Act 1948 to the Grantee on the terms and conditions set out herein. The Grantor has agreed not to grant any other party a recreation permit for any like or competing purpose during the term of this recreation permit.

THE PARTIES COVENANT AND AGREE as follows:

3 RIGHTS GRANTED

- 3.1 The Grantor authorises the Grantee to use the Operational Area for the purposes and Activities set out in the First Schedule and after Grantor approved Work Programme Activities as provided for in the Third Schedule. The Activities as set out in the First Schedule and any Grantor approved Work Programme Activities are to adhere and comply with the Grantee's Obligations and Schedules Three and Four.
- 3.2 This permit shall take effect as a recreation permit under Section 66A of the Land Act 1948 and any enactments passed in substitution thereof and the provisions of the said Act and its regulations shall be binding in all respects in the same manner as if such provisions had been fully set out in this permit.
- 3.3 This permit shall not create any registerable (or otherwise) interest in the Operational Area or any other part of the Grantor's land.
- 3.4 This permit is personal to the Grantee and shall not be capable of assignment, charge, transfer or other disposition or dealing including the transfer of shares should the Grantee be an incorporated company, in whole or in part or any purpose whatsoever.



- 3.5 The Grantee shall observe and comply with all of its obligations as set out in this permit and is prohibited from carrying out other activities other than the Activities permitted by this permit or any Grantor approved Work Programme Activities as provided for in the Third Schedule.

#### 4 TERM

- 4.1 The Term of this permit shall be for a period of thirty three (33) years, with the right to continuing renewal of the permit for two further periods of 33 years, subject to the applicant complying with the terms, conditions and schedules of the permit and the provisions of clause 10.

The rec permit development monitoring will commence upon execution of this permit and after any approved work programme. Should the land or vegetation monitoring review confirm that the rec permit land and vegetation in the operational area is not being adversely affected then a further 33 years shall be added to the term of the permit. A similar review would be undertaken after the next 33 years.

Notice of any conditions of further renewal relating to additional periods of 33 years shall be given to the applicant nine months prior to the expiry of the thirty third (33) year along with the new permit fee. Appeal provisions as detailed in clause 10.

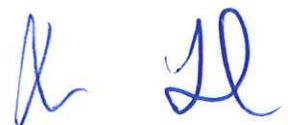
#### 5. CONSIDERATION

- 5.1 The Grantee will pay the Grantor from time to time the Permit Fee, which is:
- 5.1.1 A minimum fee of \$10,000 plus GST per annum payable without demand in two equal instalments on the 1st day of January and the 1st day of July in each and every year of the permit; and
- 5.1.2 An additional fee calculated at \$2.00 plus GST per user day where the number of user days exceeds 5,000 per annum in each and every year. ("User day" is defined as daily ticket sales and recorded daily attendance by season pass holders).
- 5.2 The Grantee shall supply to the Grantor by 31 March in each and every year of the permit an annual return which will clearly show the number of clients and gross revenue over the preceding 12 month period. The annual return is to be accompanied by a statutory declaration signed by the sole director or (if there is more than one director in the Company) two directors of the Company as to the correctness of the annual return.

- 5.3 The Permit Fee is to be reviewed in the 6<sup>th</sup> year of the permit and every 5 years thereafter. The Permit Fee is also to be reviewed for any Grantor approved Work Programme as provided for in Schedule Three and if in compliance with the terms and conditions of the permit, at the end of the two 33 year terms.

## 6 GRANTEE'S OBLIGATIONS

- 6.1 Except as provided for in the Schedules attached, the Grantee shall:
- 6.1.1 Not remove any vegetation, disturb any soil or light any fire on the Operational Area.
  - 6.1.2 Not at any time cause any building, erection, structure or fence or alteration or addition to be placed or carried out upon the Operational Area.
  - 6.1.3 Comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the Activities.
  - 6.1.4 Remove and take away or cause to be removed and taken away all refuse.
  - 6.1.5 Comply with the provisions of the Health and Safety in Employment Act 1992 and the provisions set out in Schedule Four.
  - 6.1.6 Ensure that the Activities authorised by this permit will be confined exclusively to the Operational Area and use the Operational Area solely for the Activities.
  - 6.1.7 Take all reasonable precautions to guard against danger on the Grantor's land.
  - 6.1.8 Not interfere or obstruct the Grantor or his/her agents, employees or contractors or authorised invitees.
  - 6.1.9 Minimize helicopter noise disruption by maintaining good altitude and selection of least disruptive flight pathways.
  - 6.1.10 Comply at all times with the provisions of the Biosecurity Act 1993 and the Biosecurity New Zealand guidelines, including compliance with guidelines for limiting the spread of Didymo (*Didymosphenia geminata*) published by Biosecurity New Zealand.



6.1.11 The Grantee shall also comply with the Development and Restoration Protocol attached as Third Schedule, to avoid, remedy, or mitigate possible adverse effects of the development on inherent values, as defined in Section 2 of the Crown Pastoral Land Act 1998.

6.1.12 The Grantee will at all times hold public liability insurance of \$20,000,000.

6.1.13 The Grantee will maintain all improvements (buildings, other structures, tracks etc) in the Operational Area to a first class, professional standard, and operate the Grantee's activities from the Operational Area in an efficient, professional, safe and reputable manner.

## 7 STRUCTURES

7.1 The Grantor hereby authorises the Grantee to erect structures in the Operational Area as set out in the First Schedule and other structures as approved in a Work Programme by the Grantor as provided for in Schedules.

## 8. COSTS

8.1 The Grantee shall pay the costs of and incidental to the documentation of this permit, and all costs that arise from any act or omission by the Grantee, PROVIDED ALWAYS in addition to any moneys reserved by this permit the Grantee shall pay all reasonable costs, charges and expenses for which the Grantor may become liable in consequence of or in connection with any failure by the Grantee to comply with the terms of this permit.

8.2 The Grantee shall also pay all reasonable costs, charges and expenses incurred by the Grantor, or the Grantors advisors in relation to the Work Programme approvals and monitoring required under the Third Schedule of this permit.

## 9. INDEMNITY

9.1 The Grantee hereby indemnifies the Grantor against any loss, claim, damage, costs, expense, liability or proceeding suffered or incurred at any time by the Grantor in connection with this permit or as a direct result of the exercise by the Grantee of its rights under this permit, or any breach by the Grantee of its obligations, undertakings or warranties contained or implied by this permit.

- 9.2 The Grantor holds no liability in contract, tort, or otherwise in relation to any aspect of this permit. This exclusion of liability extends to consequential loss, anything arising directly or indirectly from the deed, and any activity of the grantor on the Grantor's land.
- 9.3 If the recreation permit ceases to exist and there is no replacement permit or other legal arrangement for the continuation of a commercial ski field on the Operational Area, the Grantee shall:
- 9.3.1 Within one year of the termination of the permit remove all structures from the land. Any structures remaining after that time will become the property of the Grantor.
- 9.3.2 Complete any re-vegetation programmes under the terms of this permit, and restore appropriate indigenous vegetation to any remaining areas of bare ground caused by this recreation permit, to the satisfaction of the Grantor.

## 10. TERMINATION

- 10.1. Notwithstanding anything contained herein the Grantor shall be entitled to revoke this permit:
- 10.1.1. If the Permit Fee is in arrears 20 working days after any Permit Fee payment date and the Grantee has failed to remedy that breach within 20 working days after service on the Grantee of a notice in accordance with the following requirements:
- The notice must adequately inform the recipient of all of the following matters:
- (i) the nature and extent of the breach complained about,
  - (ii) the amount that must be paid to remedy the breach,
  - (iii) the period within which the breach must be remedied (which must not be less than 10 working days after the date of service of the notice),
  - (iv) the consequence that, if the breach is not remedied at the expiry of the period specified in the notice, the Grantor may seek to revoke this permit.



10.1.2. In the case of breach by the Grantee of any covenant or agreement on the Grantee's part expressed or implied in this permit (other than the covenant to pay the Permit Fee) after the Grantee has failed to remedy that breach within the period specified in a notice served on the Grantee in accordance with the following requirements:

The notice must adequately inform the recipient of all of the following matters:

- (i) the nature and extent of the breach complained about,
- (ii) if the Grantor considers that the breach is capable of being remedied by the Grantee doing or stopping from doing a particular thing, or by the lessee paying reasonable compensation, or both,—
  - (1) the thing that the Grantee must do or stop doing; or
  - (2) the amount of compensation that the Grantor considers reasonable; and
  - (3) the consequence that, if the breach is not remedied at the expiry of a period that is reasonable in the circumstances, the Grantor may seek to revoke this permit.

10.1.3 Immediately on the registration of an approved plan and a copy of the proposal to which it relates pursuant to s. 64 of the Crown Pastoral Land Act 1998 relating to any land described in the Second Schedule.

PROVIDED THAT such revocation shall not release the Grantee from liability in respect of any breach of any of the conditions of this permit

## 11. DISPUTES RESOLUTION PROCESS

11.1 Under the provisions of Section 17 Land Act 1948, the Grantee has the right to apply for a rehearing of any decision made by the Grantor:

11.1.1 An application for a rehearing must be made within 21 days of being notified of the Grantor's decision or determination.

11.1.2 The 21 day period for notification commences on the date the notification of the Grantor's decision or determination is received.

11.1.3 The application for a rehearing must be accompanied by a statement of the ground or grounds for the rehearing, in the view of the applicant.

11.1.4 The application for a rehearing must be made in writing to the Commissioner of Crown Lands at the following address:

Commissioner of Crown Lands  
Land Information New Zealand  
Private Bag 4721  
CHRISTCHURCH

## 12. NOTICES

12.1 The address for service for the Grantor shall be as follows or as notified in writing by the Grantor to the Grantee from time to time:

Commissioner of Crown Lands  
Land Information New Zealand  
Private Bag 4721  
CHRISTCHURCH  
Facsimile: 03 365 9715

12.2 The address of the Grantee shall be as follows or as notified in writing by the Grantee to the Grantor from time to time:

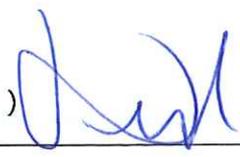
Soho Ski Area Limited,  
P.O. Box 1164,  
Queenstown 9348  
Attention: Ted Ries  
Telephone: 03 450 2200  
Facsimile: 03 441 1451

DATED this 22 day of July, 2015

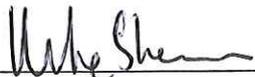
SIGNED for and on behalf of HER MAJESTY THE QUEEN )

By David Rhode )

Name pursuant to a delegation from the COMMISSIONER OF CROWN LANDS



In the presence of ) Signature

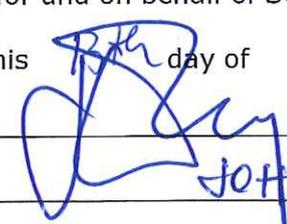
  
Witness Name

Portfolio Manager  
Witness Occupation

112 Taran Street, Christchurch  
Witness Address

SIGNED for and on behalf of SOHO SKI AREA LIMITED

DATED this 22 day of July 2015

By 

Name: JOHN DARBY

Position held: Director

In the presence of

  
Signature:

James Robert Castiglione  
Witness Name

Director  
Witness Occupation

Auckland  
Witness Address

CONSENT OF LESSEE

SOHO PROPERTY LIMITED as Lessee of Glencoe Pastoral Lease (together with successors and assigns) consents to the Issue of a Recreation Permit to SOHO SKI AREA LIMITED for Ski Area Operations by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying Recreation Permit.

DATED this 17<sup>th</sup> day of July 2015

SIGNED by \_\_\_\_\_

as Lessee) 

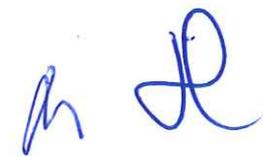
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**(NOTE: If only one Director is authorised to sign under the Constitution of the Company then the Director's signature must be witnessed by an independent party who shall also state occupation and address.)**



CONSENT OF LESSEE

SOHO PROPERTY LIMITED as Lessee of Glencoe Pastoral Lease (together with successors and assigns) consents to the issue of a Recreation Permit to SOHO SKI AREA LIMITED for Ski Area Operations by the Commissioner of Crown Lands pursuant to section 66A of the Land Act 1948 on the terms of the accompanying Recreation Permit.

DATED this 17 day of July 2015

SIGNED by \_\_\_\_\_  
as Lessee) 

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness name

\_\_\_\_\_  
Witness Occupation

\_\_\_\_\_  
Witness Address

**(NOTE: If only one Director is authorised to sign under the Constitution of the Company then the Director's signature must be witnessed by an independent party who shall also state occupation and address.)**



FIRST SCHEDULE

The Activities are:

- a Heli-skiing operations (including heli-skiing, heli-boarding and heli-hiking)
- b Tracked vehicle operations (for the purposes of this application "tracked vehicles" include both "snowcats" which are enclosed-cab, truck sized, fully tracked vehicles designed to move on snow, and "snowmobiles" which are akin to motorcycles adapted for travel on snow)
- c The transportation of skiers and snowboarders over the Land by tracked vehicle and/or helicopter to access locations for skiing and snowboarding
- d Skiing, snow-boarding and alpine hiking activities on the Land (including but not limited to, guiding, instruction, competition use and associated photography and filming use)
- e Construction and operation of access and ski lifts, including top and bottom stations, lift towers, guest structures and tracks for construction
- f Formation of ski trails and other terrain modification necessary to operate the ski/recreational area
- g Construction of a groomer shed, fuel storage area and related maintenance area for the storage of equipment associated with the operation of the ski/recreational area
- h Formation of an all-weather vehicle access track from the Blackmans Creek freehold land to the location of the groomer shed and compound
- i Installation of snow making equipment, reservoirs, pump stations and associated infrastructure
- j Installation of snow fencing and ski area boundary fencing
- k Construction and use of power related infrastructure including any necessary substation
- l The use of all facilities to undertake maintenance, construction activities and improvements in summer (non-skiing) period
- m Avalanche control work as necessary and prudent to ensure the safety of the activities described above

SECOND SCHEDULE

The Operational Area is that portion of Glencoe Pastoral lease (12475/Po144) held under Computer Interests Register OT 386/62 as marked "Rec Permit Operational Area – Plan 1 and Plan 2" on the attached plans.



Plan 1 - Glencoe (Arrowtown) Pastoral Lease

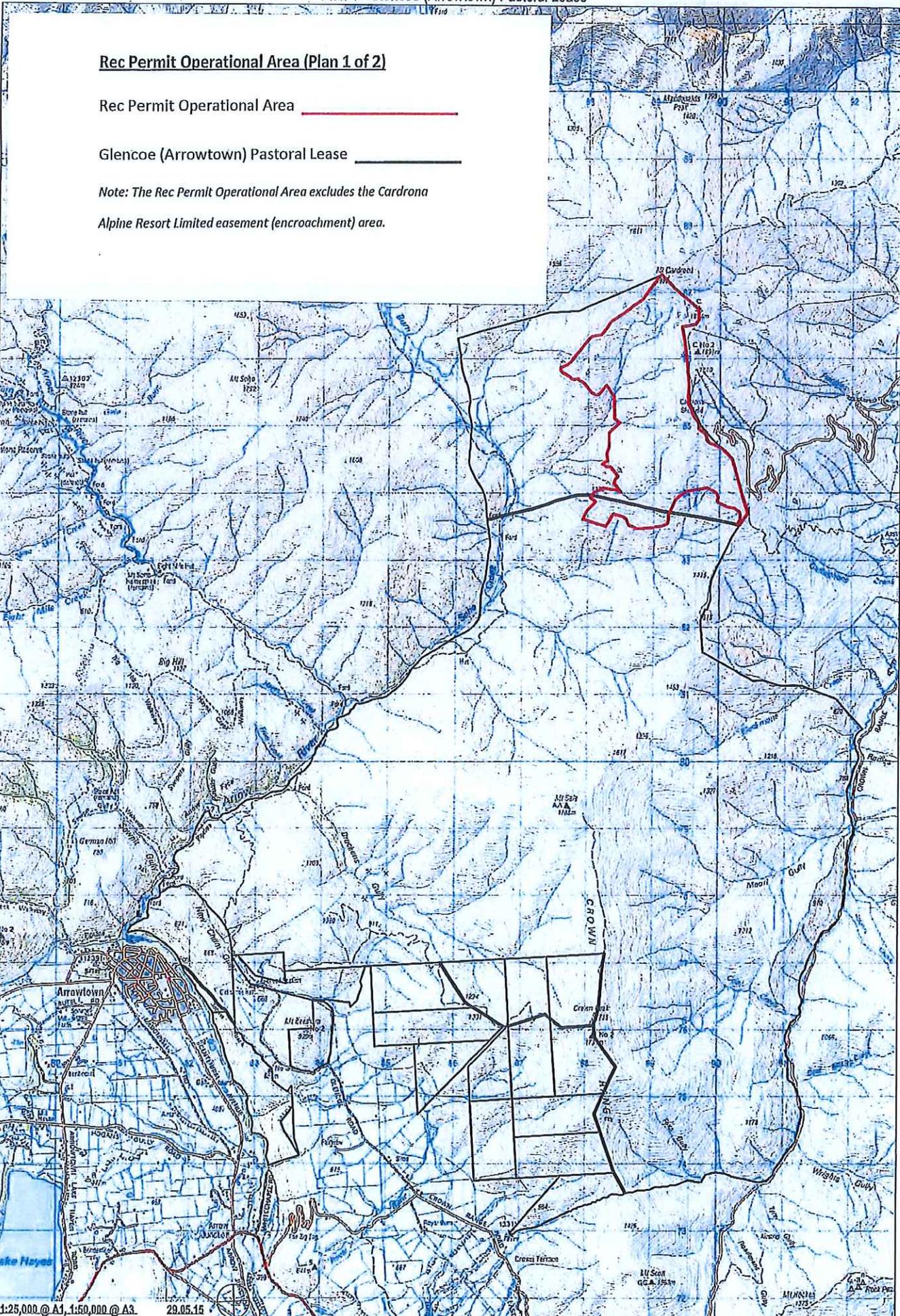
**Rec Permit Operational Area (Plan 1 of 2)**

Rec Permit Operational Area \_\_\_\_\_

Glencoe (Arrowtown) Pastoral Lease \_\_\_\_\_

Note: The Rec Permit Operational Area excludes the Cardrona  
Alpine Resort Limited easement (encroachment) area.

4583 - Data: 10/11/11 - 1:25,000 @ A1, 1:50,000 @ A3. 29.05.15



Handwritten initials in blue ink.



THIRD SCHEDULE

DEVELOPMENT AND RESTORATION PROTOCOL

The Grantee shall comply with the following conditions which are necessary to assist the Commissioner in taking into account the desirability to protect the inherent values and to avoid, remedy, or mitigate the likely adverse effects of development on those inherent values identified, as defined in section 2 of the Crown Pastoral Land Act 1998

Approvals and monitoring

1. In undertaking any activity on the Operational Area, the Grantee shall at all times comply with the terms and conditions of resource consents RM140926 and RM140886 and any certificate of compliance or existing use certificate (as those terms are defined in the resource Management Act 1991) issued in respect of activities on the Operational Area.
2. In each year of the term of this permit, prior to commencement of any works or development on the Operational Area, the Grantee must submit to, and receive from the Grantor written approval of, a detailed Work Programme of all operations for the subsequent 12-month period (or lesser period as may be agreed with the Grantor) including proposed restoration and monitoring. Any changes to the Work Programme must be first approved by the Grantor in writing.
3. Final design or construction plans for all developments are to be approved by the Grantor prior to any works commencing. This includes the location and design details of access trails, buildings, ski lifts, and cabling, and other approved Work Programme development or construction involving vegetation or soil disturbance.

Schedule One and Grantor approved Work Programmes as identified in Schedule Three identifies those developments that are covered by this permit, and any other development, but the design and location information in the Schedules is indicative only.

All development works impacting on environmental values must be monitored regularly to ensure adverse effects are avoided, minimised and remedied as per approvals. Monitoring is to be conducted as follows;

- 3.1 Prior to works commencing to inspect site conditions, advise on local controls and train workers on low impact construction techniques;
- 3.2 At appropriate intervals during works to ensure plans and restoration protocols are adhered to, enforce temporary suspensions that may be required and advise on suitable changes; This monitoring should be at a frequency of an average of one site visit per week during vegetation disturbance and reinstatement, and such monitoring may be carried out by an independent monitor (agreed to by the grantor and grantee).



- 3.3 On completion of works to assess initial plantings and erosion control;
  - 3.4 Once works completed monitoring should continue at intervals of no less than twice a year to assess plant survivorship and advise on follow up planting and other remediation measures, particularly erosion control; and
  - 3.5 Monitoring should continue until the Grantor is satisfied that the inherent values of the indigenous vegetation have been restored as close as possible to the pre-existing condition.
4. The Grantors costs in providing approvals and monitoring or the involvement of an independent monitor, shall be at the expense of the Grantee.

#### General conditions

5. Over snow vehicles may only be operated over a minimum compacted cover of 20cm;
6. Fuel storage shall be in accordance with the Code of Practice for Fuel Storage attached to Schedule One.
7. All buildings and structures, including roof structures, shall be painted in a recessive colour with a mat finish to complement the high country landscape in the vicinity and reduce visual dominance.
8. There should be no disturbance to the indigenous vegetation of the critically under protected LENZ Q1.1b habitat and no permanent disturbance to the indigenous vegetation of the under protected LENZ Q1.1c habitat (as shown on the Plan attached to the SECOND SCHEDULE);
9. Wherever possible tracks must be routed away from sensitive wetland, fell field and snow bank communities. Systematic surveys must be completed to locate all these areas. Where tracks pass close to wetlands and snow banks suitable buffers should be maintained to protect drainage patterns and minimise risks from sedimentation and scattering of debris;
10. Cut and fill batters should be designed and constructed to minimise slope angles. Where retaining walls are necessary specific designs tailored to the site conditions should be reviewed and approved prior to works;
11. Tracks should be designed and constructed to manage erosion from surface water flows, particularly during floods and snow melt. Water tables, cut-off drains, culverts and other measures should be employed as required. Track surfaces should be seeded with locally sourced native grasses to reduce water run-off;



12. Any permanent crossings of streams, wetlands, bogs, seepages and ephemeral water courses must be suitably designed to maintain hydrological functions and protect against disturbance to soil and vegetation. This may include culverts, bridges, rock pavements or porous rock fords. Such protective features must be sufficient to manage periods of flood flows and snow melt. Locally sourced rock and aggregate must be used. Specific designs tailored to the site conditions should be reviewed and approved prior to works;
13. Any temporary construction works across hydrological features should also employ protective measures to minimise environmental damage, particularly to riparian margins. Temporary measures such bridges, culverts and silt traps should be installed where necessary and removed once works are completed;
14. The burying of underground services (water, power, fibre optic lines) must follow the disturbance corridors already created by construction of tracks and lifts. Burying of services between lift stations must be completed concurrent to establishment of lift towers;
15. Construction machinery must use formed tracks for access wherever possible. If required to move off track machinery must use the least damaging route. Any disturbed vegetation must be rehabilitated when works are complete. Temporary tracks should be formed and then reinstated where this is less damaging than repeated untracked crossings;
16. To reduce incidental damage to non-target areas, excavators should be used instead of bulldozers, and track excavations completed from within the track footprint. Installation of lift towers should be assisted by helicopter to reduce tracking across intact indigenous vegetation;
17. Excavated earth should be immediately reused at the site of works to balance volumes of cut and fill. Surplus material is not to be stockpiled or in-filled over terrain that has hydrological values. With prior approval surplus may be deposited over dry tussockland, smoothed to existing contours and rehabilitated;
18. All vehicles, machinery, equipment and aggregate material should be cleaned of weeds, seeds and soils before entering the lease area; and
19. Construction works shall wherever possible be carried out when soil moisture levels are conducive to replanting and should be completed by May 1st each year before winter conditions establish. Should any developments not be completed by this time, requiring further works in the following year, exposed soils and streams should be protected against erosion e.g. laying of 'geo-textile' fabric.



## Restoration

20. Plant communities disturbed by construction are to be rehabilitated as close to pre-existing condition as possible; Any surplus plants and turf may be removed from the site in consultation with the Grantor.
21. Tussock vegetation removed in the construction of trails and site features shall be stored on site and progressively replanted across exposed areas of bare ground, as soon as possible. Vegetation removal should be by digger, and should include as much of the root structure as possible, and sufficient soil and humus preserved around the base for storage and replanting.

Where temporary storage of plants is required, they may be stockpiled to a height of no more than one metre to avoid crushing, and occasionally watered if stockpiled for more than a week.

Plants should be replanted with a digger bucket and positioned by hand or shovel, with stockpiled topsoil packed around them.

22. Where there are insufficient native plants available for transplanting tussock areas, the disturbed areas must be planted with a) tussock tufts split from adult plants from other parts of the ski area and b) juvenile tussocks reared off site. Plants reared off site should be from locally sourced seed;
23. Juvenile tussocks should be treated with suitable chemicals prior to planting to deter grazing by feral animals. Populations of problem species must be appropriately controlled;
24. Surplus material may be sorted to retrieve fines to assist the re-establishment of vegetation where soil has been lost;
25. Areas of exposed soils not immediately covered by native plants must be immediately seeded to create a short grass sward to protect soil. This seed should be of locally sourced blue tussock (*Poa colensoi*). Any over sowing must not be repeated to assist dispersal of other native species into the sward. If seeding must be boosted by exotic grass species a separate application for over sowing the area should be lodged for specific authorisation;
26. The seed of other locally sourced species may be broadcast to promote vegetation growth, particularly in rock fields and between re-growing tussocks;
27. Sensitive wetland, fell field, snow bank and rock field plants are to be salvaged, stored and replanted where rehabilitation is reasonably expected to yield results;
28. Only machinery operators with a demonstrated ability in low impact alpine earthworks and vegetation rehabilitation are to undertake construction;
29. Wherever possible tussocks species are to be replanted in the appropriate *Chionochloa. macra* and *Chionochloa rigida* zones;

30. Rehabilitation works should continue until the grantor is satisfied that re-growth is self-sustaining for a full restoration to occur.
31. To safeguard regenerating indigenous plant communities and associated soil, hydrological and landscape values, stock must be excluded from areas being restored until restoration is complete. The erection and maintenance of any fencing required to exclude stock from such areas is the responsibility of the Grantee.

*MS*

## Schedule Four

### Health and Safety Provisions

#### 1 General

1.1 For the purposes of the Health and Safety Provisions:

- i. a person involved in undertaking the Activities includes (as the case may be):
- ii. any employee of the Grantee;
- iii. all Sub-Contractors;
- iv. any other contractor, sub-contractor and/or agent of the Grantee, and any employee of any contractor, sub-contractor or agent;
- v. any employee, contractor, sub-contractor and/or agent of any Sub-Contractor;
- vi. any person undertaking only a part of the Activities or any service related to the Activities;
- vii. unless otherwise defined in this permit, all defined terms (identified by title case) shall have the meanings given to them in the Health and Safety in Employment Act 1992; and
- viii. in taking all Practicable Steps, the Grantee acknowledges that it may be necessary for it to physically visit and inspect the Operational Area.

#### 2 Health and Safety

2.1 The Grantee shall comply with, and shall ensure that all its contractors and sub-contractors (including, without limitation, the Sub-Contractors) comply with, the Health and Safety in Employment Act 1992. For the avoidance of doubt, the Grantee's obligations under this Schedule Four shall not limit its other obligations under this permit and otherwise at law.

#### 3 Ensure Safety

3.1 The Grantee shall, before undertaking any part of the Activities, and for the term of this permit, take all Practicable Steps to, and shall ensure all Sub-contractors take all Practicable Steps to:



- a. ensure the safety of all persons involved in undertaking the Activities, while they are providing the Activities;
- b. provide and maintain a Safe working environment for all persons involved in undertaking the Activities while they are involved in undertaking the Activities;
- c. provide and maintain Facilities (including, without limitation, those required by all Regulations made under the Health and Safety in Employment Act 1992) for the safety and health of all persons involved in undertaking the Activities while they are involved in undertaking the Activities;
- d. ensure that any Plant used by any person involved in undertaking the Activities is Safe for that person to use;
- e. ensure that all persons involved in undertaking the Activities are not exposed to any Hazards arising out of the arrangement, disposal, manipulation, organisation, processing, storage, transport, working, or use of any thing; and
- f. develop a Health and Safety Management Plan to be complied with at all times in order to ensure the health and safety all persons involved in the Activities and any other person in the vicinity of the working environment (such plan to include procedures for dealing with any emergencies that may arise while a person is involved in undertaking the Activities).

#### **4 Identification and Dealing with Hazards**

4.1 The Grantee shall, before undertaking any part of the Activities, and for the Term, ensure that it has, and shall ensure each Sub-Contractor has, effective methods for:

- a. systematically identifying all existing Hazards to any person involved in the Activities;
- b. systematically identifying (if possible before, and otherwise as they arise) new Hazards to any person involved in the Activities; and
- c. regularly assessing each identified Hazard and determining whether or not that Hazard is a Significant Hazard.

4.2 Where a Significant Hazard has been identified (whether by the Grantee, a Sub-Contractor or any other person) before undertaking any part of the Activities, or at any other time during the Term, the Grantee shall:

h se

- a. immediately notify the Grantor of the Hazard;
- b. take all Practicable Steps to either:
  - i. eliminate the Hazard, including (without limitation) taking all action required by the Grantor; or (at the Grantor's sole and absolute discretion)
  - ii. assist the Grantor in ensuring that the Hazard is eliminated; and
- c. provide the Grantor with electronic photographs of the Hazard.

4.3 Where a Significant Hazard cannot be eliminated the Grantee shall take all Practicable Steps to either:

- a. isolate the Hazard from those persons involved in undertaking the Activities, including (without limitation) taking all action required by the Grantor; or (at the Grantor's sole and absolute discretion)
- b. assist the Grantor in ensuring that the Hazard is isolated from those persons involved in undertaking the Activities.

4.4 Where a Significant Hazard cannot be eliminated or isolated the Grantee shall take all Practicable Steps to:

- a. minimise the likelihood of the Hazard causing Harm;
- b. provide, make assessable and ensure the use of suitable clothing and equipment to provide protection from possible Harm;
- c. monitor any person's exposure to the Hazard;
- d. take all Practicable Steps to obtain the consent of persons exposed (or who may be exposed) to the Hazard to monitor their health in respect of the Hazard; and
- e. where a person's consent has been obtained, monitor the health of that person in respect of their exposure to the Hazard.

## 5 Information

5.1 The Grantee shall ensure that all persons involved in undertaking the Activities have been given, and are provided with ready access to, information about:

- a. the Grantee's and (if applicable) the Sub-contractor's Health and Safety Management Plan as it relates to the provision of the Activities;

- b. what to do in an emergency;
- c. all identified Hazards to which that person is, or may be, exposed to and the steps to be taken to minimise the likelihood that the Hazard will be a cause or source of Harm to that person;
- d. all identified Hazards that person will or may create while undertaking the Activities and the steps to be taken to minimise the likelihood that the Hazard will be a cause of Harm to other people; and
- e. where all necessary safety clothing, devices, equipment and materials are kept.

5.2 The Grantee shall take all Practicable Steps to ensure that, and shall ensure that all Sub-contractors take all Practicable Steps to ensure that, every person involved in undertaking the Activities:

- a. either has, or is supervised by a person who has, sufficient knowledge and experience of the health and safety requirements relating to the Activities and the place in which that person will undertake those Activities; and
- b. is adequately trained in the safe use of all Plant, protective clothing and equipment to be used in undertaking the Activities.

## 6 Other Persons

6.1 The Grantee shall take all Practicable Steps to ensure that, and shall ensure that each Sub-contractor takes all Practicable Steps to ensure that, no person involved in undertaking the Activities Harms any other person.

6.2 Where the Grantee controls a place of work in providing the Activities it shall take all Practicable Steps to ensure that no Hazard that exists or arises Harms people within the vicinity of that place of work.

6.3 Where a Sub-contractor controls a place of work in undertaking the Activities, the Grantee shall ensure the Sub-contractor takes all Practicable Steps to ensure that no Hazard that exists or arises Harms people within the vicinity of that place of work.



## 7 Reporting

7.1 The Grantee shall maintain and shall ensure each Sub-Contractor maintains (in the form prescribed by the Health and Safety in Employment Act 1992) a register of Accidents and Serious Harm recording the details required by the Health and Safety in Employment Act 1992.

7.2 The Grantee shall immediately notify the Grantor of all material Accidents (including those involving Sub-contractors) and take any action required by the Grantor to ensure both the Grantee's and the Grantor's obligations under the Health and Safety in Employment Act 1992 are met in full.

7.3 The Grantee shall take all Practicable Steps to investigate all Accidents and/or any Harm caused to any person involved in undertaking the Activities to determine whether the Accident or Harm was caused by or arose from a Significant Hazard (in which case, for the avoidance of doubt, clause 4 shall apply).

7.4 The Grantee warrants that, prior to any of the Activities being carried out it has:

- a. undertaken an assessment of Hazards for the purposes of creating, or implementing its Health and Safety Management Plan; and
- b. implemented a Health and Safety Management Plan (as it relates to the provision of the Activities);
- c. created a list of all identified Hazards in respect of the Activities; and
- d. undertaken all specific and/or necessary health and safety training for the provision of the Activities.

7.5 On each anniversary of the Commencement Date the Grantee shall provide the Grantor with:

- a. written confirmation of its monitoring and adequacy of its then current Health and Safety Management Plan (as it relates to the provision of the Activities);
- b. a list of all identified Hazards in respect of the provision of the Activities;
- c. a report on:
  - i. all Accidents and Harm resulting from the provision of the Activities;
  - ii. the Grantee's investigations into all Accidents and Harm and the action taken as a result of those investigations;
  - iii. any action required by the Grantor to be taken by the Grantee in respect of any health and safety matters and the action actually taken by the Grantee in that regard;

- iv. the health and safety training in respect of the provision of the Activities;
- v. confirmation that all necessary health and safety certifications, consents, approvals and permits are up to date; and
- vi. confirmation that the Health and Safety in Employment Act 1992 has been complied with in all respects or, if such confirmation cannot be given, detailed advice as to why compliance was not possible and the steps taken to ensure future compliance.

7.6 If the Grantor (in its sole and absolute discretion), considers that:

- a. any part of the Grantee's confirmation with respect to its Health and Safety obligations (as reported under this clause) is inadequate; or
- b. any report to be provided under this clause is inadequate; or
- c. any potential or existing Hazard has been identified,

it may require the Grantee to take any reasonable action the Grantor considers necessary.

7.7 The Grantee agrees to undertake all action required by the Grantor under clause 7.6 within the timeframes stipulated by the Grantor. If the Grantee is unable or unwilling to comply with any of the Grantor's requirements, the Grantor shall be entitled to immediately terminate this permit by notice in writing to the Grantee and subject to clause 10 of this permit.

7.8 The Grantee acknowledges and agrees that it is its sole and absolute responsibility to ensure every contract it enters with a Sub-Contractor (and any other person involved in providing the Activities) has provisions enabling the Grantee to comply with its obligations under these Health and Safety provisions.

## **8 Health and Safety Management Plans**

8.1 The Grantee shall prepare and maintain a current Health and Safety Management Plan in respect of the Activities, and shall ensure each Sub-Contractor prepares and maintains current Health and Safety Management Plans and practices in respect of the Activities for the Term.

8.2 The Grantee shall, continually review its own, and shall ensure each contractor, Sub-contractor, and/or agent continually reviews their own, Health and Safety Management Plan in order to make any amendments necessary as a result of the identification, isolation, or monitoring of any Hazards or Harm.

8.3 For the avoidance of doubt, the Grantee's obligations under the Health and Safety Provisions shall not limit any of its other obligations under this permit.



8C/243

Entered in the Register as Register No. 8C/243 the 5th day of May 1980 at 11.31 o'clock

NEW ZEALAND

Former Ref S 312 L & S Ref No S 372

REGISTER



SPECIAL LEASE OF CROWN LAND UNDER SECTION 67(2) LAND ACT 1948

THIS DEED made the Fifth day of May one thousand nine hundred and eighty, BETWEEN HER MAJESTY THE QUEEN (hereinafter with her successors and assigns referred to as "the Lessor"); of the one part, and TREBLE CONE (WANAKA) SKI FIELD LIMITED a duly incorporated company having its registered office at Dunedin (hereinafter with its successors and permitted assigns referred to as "the Lessee"), of the other part:

WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained and implied and on the part of the Lessee to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee ALL that parcel of land containing by admeasurement 770 hectares be the same a little more or less situated in the Land District of Otago, and being Parts Run 333A, 334B Motatapu Survey District (hereinafter referred to as "the said land") as the same is more particularly shown on the plan attached hereto and thereon outlined in bold black lines; together with the rights, easements, and appurtenances thereto belonging TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty (30) years, commencing on the first day of July 1976 YIELDING and paying therefor unto the Department of Lands and Survey at Dunedin the annual rent hereinafter provided AND the Lessee DOETH HEREBY COVENANT with the Lessor as follows:

1 (a) FOR the first six (6) years of the said term the Lessee shall pay an annual rent of \$125 payable without demand by equal half-yearly payments in advance on the first day of July and the first day of January.

(b) DURING each three yearly period of the balance of the said term the Lessee shall pay an annual rent calculated at 5% of the average gross turnover of the Lessee derived during the three years immediately preceding that in which the annual rent is to be calculated in accordance with this sub-clause PROVIDED however that the Lessor may assess the annual rent after the first three years at a figure of 2 1/2% instead of 5% as aforesaid if the Lessee has complied with the terms of this lease to the satisfaction of the Lessor. The Lessee shall before the first day of August each year after the first three years of the term of this lease forward to the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") a full and complete copy of the statement of accounts for the trading year just ended.

*Handwritten initials and date: H.C. 1981*

- 2 THAT the Lessee shall and will pay the rent hereby reserved at the times and in the manner aforesaid free of exchange and all other deductions; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
- 3 THAT the Lessee shall use the said land solely for the purpose of a ski field and purposes ancillary thereto.
- 4 THAT the Lessee will not transfer, assign, sublease, or otherwise dispose of its interest or any part thereof in the said land without the previous approval in writing of the Land Settlement Board (hereinafter referred to as "the Board").
- 5 THAT the Lessee throughout the term of the lease trim all live fences and hedges, clear and keep clear the said land of all noxious weeds and will comply strictly with the provisions of the Noxious Plants Act 1978.
- 6 THAT the Lessee will throughout the term of the lease keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Agricultural Pests Destruction Act 1967 and will comply with the provisions of the Wild Animal Control Act 1977.
- 7 THAT the Lessee will not discriminate in any manner against or refuse facilities to any person or persons except on the ground of misconduct or misdemeanour or uncleanness but 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 3 hereof. Notwithstanding the foregoing restriction the Lessee may from time to time impose such conditions as it considers necessary for the purposes of ensuring the safety of the persons using the field and to ensure the efficient operation of the field.
- 8 (a) THAT the Lessee will prior to the erection of or substantial addition to any building or buildings or other appliances or improvements on the said land furnish to the Commissioner plans and specifications of the building or buildings to be erected or of the additions to be made or of other appliances or improvements to be erected and will not erect such buildings or appliances or other improvements or carry out any development on the said land without the prior written approval of the Commissioner whose consent will not be arbitrarily or unreasonably withheld.
- (b) THAT the Lessee will annually appoint two directors to represent the Lessee at a joint inspection to be carried out with officers of the Department of Lands and Survey or with persons appointed by the said Department no later than 1 November each year of existing and proposed development on the said land. Any approved proposed earthworks development is to be completed before the end of the following March or within such time as may be agreed by the Commissioner and in carrying out all development including the possible disturbance of natural stream flows disturbance of natural

1/11/62 ABH

vegetation and soil surface erection of new buildings and placement of ski-tows and ancillary equipment the Lessee shall have careful regard to all environmental and aesthetic factors together with soil and water values and shall comply with any written directions from the Commissioner designed to ensure that the Lessee complies with the spirit of this sub-clause.

(c) IF at any time the Lessor considers that any remedial work is reasonably required as a result of any work carried out by the Lessee under the terms of this lease, the Lessee shall carry out such remedial work as is specified in writing by the Commissioner within such time as the Commissioner shall consider to be reasonable. If the remedial work is not carried out within the time specified the Lessee hereby agrees that the Lessor may do the work at the cost of the Lessee and that the Lessee will pay the costs involved within three months of receiving an account therefor from the Commissioner.

9 THAT the Lessee will provide for the approval of the Lessor a combined development/management plan for the said land and no development will be approved unless it complies with the management plan. The management plan may be reviewed from time to time in a manner mutually acceptable to the parties hereto. The plan is to cover items such as safety, avalanche, drainage, sewerage, and proposed buildings and at all times shall comply with the requirements of the Department of Health, the District Scheme of the Lake County Council and in so far as Soil and Water values are concerned will meet the requirements of the Ottago Catchment Board.

10 THAT the Lessee will, to the satisfaction of the Commissioner, bury or otherwise dispose of all refuse away from the said land and will keep the said land in a clean and tidy condition to the satisfaction of the Commissioner.

11 THAT the Lessee will not light or permit any fires to be lit on the said land other than in domestic fireplaces in approved buildings or other than on areas sufficiently covered in snow as not to provide a fire risk. In any case no outside fires from October to May (both inclusive).

12 THAT the Lessee will dispose of all effluent from any approved septic tank or sewage treatment plant in such manner as approved by the Commissioner and Medical Officer of Health. In the event of such sewage treatment proving ineffective the Lessee shall make arrangements for all sewage to be removed from the said land within such time as is notified in writing to it by the Commissioner.

13 THAT the Lessee will not carry out any cultivation, burning, mowing, or disturbance of the vegetation covering of the said land or plant any trees thereon or carry out substantial earthworks or excavation for ski slopes, carparks, or roads without the prior approval of the Commissioner being first obtained. The Lessee shall maintain cut-offs and water tables to the satisfaction of the Commissioner with respect to the skifield access road.

*WHL*  
*R.R. Co*

- 14 THAT the Lessee will permit any person or persons appointed by the Commissioner to inspect the said land and all buildings erections and installations situated thereon at reasonable intervals and the Lessee will immediately comply with all reasonable directions from the Commissioner in regard to repairs and maintenance, sanitation, disposal of drainage and rubbish, public safety, and also in regard to any other matter whatsoever.
- 15 THAT the Lessee will take all reasonable steps to protect all machinery on the said land so that no person or animal shall be injured by any machinery or any thing damaged by such machinery.
- 16 THAT the Lessee will indemnify and keep indemnified the Lessor from and against all actions suits claims demands proceedings losses damages compensation sums of money costs (including Solicitor and client costs) charges and expenses whatsoever to which the Lessor shall or may be liable for or in respect of the said land or any building structure fitting fixture chattel or erection now on or hereafter erected thereon or for or in respect of the construction erection or user of any of the foregoing or for or in respect of all losses damages accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or resulting in the destruction of any property or not) at upon or in connection with the said land or any building structure fitting fixture chattel or erection as aforesaid and although outside the same or which may be consequent upon the installation maintenance working keeping or storage of any plant structure machinery or goods by the Lessee or in respect of leakage of water inflammable liquid or other liquid flowing into or from the said land AND notwithstanding that any of such actions suits claims demands proceedings losses damages compensation sums of money costs charges and expenses shall have resulted from any act or thing which the Lessee may be authorised or obliged to do under these presents and notwithstanding that any time waiver or other indulgence has been given to the Lessee in respect of any obligation of the Lessee under this lease AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the obligations of the Lessee under this clause shall continue after the expiration or other determination of this lease in respect of any act deed matter or thing happening before such expiration or determination.
- 17 THAT except to such extent as is required to enable the Lessee to comply with clause 6 hereof the lessee will not permit firearms or dogs on the said land unless the dogs are under strict control.
- 18 THAT the Lessee shall having regard to the purpose for which this lease is granted, provide an appropriate range of facilities and amenities for full and safe enjoyment for its patrons, such facilities and amenities and safety measures to be to the satisfaction of the Commissioner and as approved by the Commissioner from time to time.
- 19 THAT the Lessee shall strictly control parking on the access road and all approved car parks shall be adequately supervised by the Lessee to the Commissioner's

*Handwritten signature*  
H.H.C.

satisfaction. The Lessee shall maintain a sign at the foot of the access road to indicate when the approved parks are full.

20 THAT the Lessee shall not erect or display or permit to be erected or displayed on the said land any hoardings or advertising matter of any description without first obtaining the approval of the Commissioner. Operational signs are however permitted.

21 THAT the Lessee will insure within the meaning ascribed to those words in the Fourth Schedule to the Land Transfer Act 1952 all buildings, tenements, and premises belonging to the Lessee and will produce to the Commissioner on demand the receipt or receipts for the annual or other premiums payable on account thereof and the policy or policies and all moneys received pursuant to any such insurance shall be expended in or towards repair reinstatement and re-erection of buildings, tenements, and premises on the said land PROVIDED HOWEVER that if the Lessor determines that such destroyed or damaged buildings, tenements, and premises are not to be repaired reinstated or re-erected the Lessee shall forthwith remove the damaged or destroyed building or buildings tenements and premises or the remains thereof and shall forthwith restore the area to the satisfaction of the Lessor and that in such event the cost of removing damaged or destroyed buildings, tenements and premises 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.

22 (a) THAT the Lessee shall urgently repair and revegetate to the satisfaction of the Commissioner all ground damaged and soil disturbance created during or as the result of the construction of the access road, carparks and ski tows.

(b) THAT the Lessee shall maintain an annual programme of revegetation and vegetation maintenance to the satisfaction of the Commissioner so as to maintain a permanent and sound plant cover on the said land. Plant species used in revegetation are to be approved by the Commissioner.

23 THAT the Lessee will to the satisfaction of the Commissioner throughout the term of the lease maintain all improvements and repair and maintain and keep in good substantial repair, order, and condition all buildings, fences, gates and other erections now existing or hereafter erected on the said land.

24 THAT the Lessee will throughout the term of the lease properly clean and clear from weeds and keep open all creeks, drains, ditches and watercourses upon the said land including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of this lease.

25 THAT the Lessee will not throughout the term of this lease, without the prior consent of the Commissioner, given on such terms and conditions (including the payment of royalty) as he thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and it will throughout the term of this lease prevent the destruction or burning of any such timber, tree,

*MWA*  
*H.H. Co.*

or bush, unless the Commissioner otherwise approves.

26 THE Lessee will punctually observe and comply with and shall ensure that the Lessee's staff and employees observe and comply with every law statute rule regulation or bylaw now or hereafter in force and all orders and directions which may be given under the same or any of them insofar as the same or any of them relates to the said land or to the control management or user of any building structure erection or device thereon or to any business or operations conducted by the Lessee on or from the said land or to the conduct of any person using or being upon the same or any building structure or erection thereon. That (without limiting the generality of the foregoing) the Lessee will observe all statutory and other provisions and regulations for the time being in force relating to the storage of explosive substances inflammable liquid and dangerous goods and all the conditions contained in any licence relating to the said land or subject to which such licence is granted and will not do or permit to be done anything contrary to any statutory or other provision or regulation made by any competent authority for the time being in force relating to the storage of explosive substances inflammable liquid or dangerous goods or whereby any licence in respect of the said land may be liable to forfeiture or suspension.

27 THAT the Lessee will from time to time during the continuance of the lease at the proper time for that purpose apply for and endeavour to obtain at its own expense all such licences permits or renewals thereof as may be necessary for the proper conduct of the Lessee's trading activities and will at the expiration or sooner determination of the term hereby granted transfer and assign and do all acts necessary for transferring and assigning such licences unto the Lessor or to such other person as the Lessor may appoint for that purpose AND that the Lessee will not do or suffer to be done any act matter or thing in or about the said land during the continuance of the lease whereby any such licence may be or become liable to be forfeited or suspended or the renewal thereof refused.

28 THAT this lease does not confer any rights of grazing in no snow periods. Any grazing permitted shall be at the sole discretion of the Commissioner.

AND IT IS HEREBY AGREED AND DECLARED by and between the Lessor and the Lessee:

- (a) That the Lessee shall have no right of acquiring the fee simple of the said land.
- (b) That the Lessee shall have the right to levy and collect charges for services rendered and facilities afforded and if required by the Commissioner shall satisfy the Commissioner that such charges are reasonable and not onerous. Such charges shall be clearly displayed for the information of members of the public visiting the said land.

*[Handwritten signature]*  
T. H. Co

- (c) That if
- (i) the rent hereby reserved or any part thereof shall be in arrears or unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty days thereafter whether the same shall be lawfully demanded or not or
  - (ii) default is made by the Lessee in the full and faithful performance and observance of any of the covenants conditions and agreements contained in this lease or
  - (iii) the Lessee shall become bankrupt or enter into any composition with or assignment for the benefit of its creditors (or being a company an order is made or an effective resolution is passed for winding up the company or a receiver of the assets of the company or any part thereof is appointed) or the Lessee shall abandon the said land or cease to function or shall fail to adequately provide services for the public in accordance with these presents and the Lessor has given written notice to the Lessee specifying the breach or default and requiring the same to be remedied within the time stated herein being not less than 3 months; then in any 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 and agreements herein contained or implied.
- (d) That if at any time after making such enquiries as she thinks fit and after giving the Lessee an opportunity of explaining the usage of the said land the Lessor is of the opinion that the said land is not being used or is not being sufficiently used for the purpose specified in Clause 3 hereof the Lessor may terminate the lease in the manner herein prescribed.
- (e) (i) That if this lease shall be terminated in accordance with clause (c) or clause (d) hereof then where the Lessor is of the opinion that the said land shall again be leased the Lessor shall cause a valuation to be made of the improvements that are then on the said land and as soon as possible thereafter shall publicly offer the said land for lease weighted with the value of improvements belonging to the outgoing Lessee.
- (ii) Where the Lessor is of the opinion that the leasing of the said land is being hindered by reason of the value of the improvements being excessive or of the terms for payment being onerous, the Lessor may in her discretion from time to time reduce the value of the improvements or vary these terms as the case may be and again offer the said land and improvements for lease until such time as an offer suitable to the Lessor is received for the land and improvements.

  
H.H. Co

- (iii) Where the said land and improvements are acquired under the provisions of this clause by an incoming Lessee the value of the improvements shall be paid by him in cash before he is admitted into possession of the said land and from the amount so paid the Lessor shall be entitled to deduct and retain any moneys due and owing to the Lessor for any breach or default and shall forthwith pay the remainder to the Lessee hereunder PROVIDED that the value of the improvements or any part thereof may be paid by instalments over a period of years or be secured by way of mortgage to the outgoing Lessee. Any payment by instalments over a period of years shall be subject to such conditions as to payment of interest and otherwise and any mortgage shall contain such provisions as the Lessor thinks fit.
- (iv) If the Lessor should publicly offer the land and improvements for lease as provided herein and not receive any suitable offers the Lessor may offer the improvements for sale for removal and in the event of a suitable offer being received and accepted the Lessor shall be entitled to deduct and retain any moneys due and owing to the Lessor by the Lessee including any damages assessed by the Lessor for any breach or default and to apply the remainder of such proceeds towards the costs of removal or destruction of any unsaleable items and the clearing and landscaping of the said land.
- (f) THAT if on the expiry or sooner determination of the lease created by these presents the Lessor determines that the said land should not again be leased then the Lessee shall not be entitled to compensation for any improvements effected by the Lessee on the said land, but on such expiry or sooner determination the Lessee may with the consent of the Lessor remove within such time as the Lessor shall determine such improvements as were effected by the Lessee and shall leave the said land in a clean and tidy state to the satisfaction of the Lessor.
- (g) THAT if any improvements are destroyed by earthquake, fire, or tempest and are no longer required by or useable by the Lessee then the Lessee must remove such improvements from the said land and shall leave the said land in a clean and tidy state to the satisfaction of the Commissioner.
- (h) THAT this lease is issued subject to the provisions of Section 8 of the Mining Act 1971 and Section 168A of the Coal Mines Act 1925.
- (i) ANY notice required to be given by the Lessor to the Lessee under this lease may be given for and on behalf of the Lessor by the Commissioner.
- (j) IF the Lessee has paid the rent hereby reserved and observed and performed the covenants and provisions hereof then the Lessee shall have the right or option (to be exercised before three calendar months from the expiration of the term of this lease by notice in writing to the Commissioner) to take a renewal of the term hereby created for a further

12/11/66

period of thirty years from the expiration of the term hereby created at an annual rental for the first three years calculated at 5% of the average gross turnover of the Lessee derived during the last three years of the term of this lease provided however that the Lessor may assess the annual rent for the first three years at a figure of 2½% instead of as aforesaid if the Lessee has complied with the terms of the previous lease to the satisfaction of the Lessor and thereafter the new lease shall provide that every three years throughout its term and any future term and terms granted the annual rental for each three yearly period shall be calculated at 5% of the average gross turnover of the Lessee derived during the preceding three years with the proviso hereinbefore referred to and otherwise upon and subject to the like covenants conditions and restrictions as are herein contained including this right or option of renewal.

(k) ~~THAT~~ these presents are intended to take effect as a Lease under Section 67 (2) of the Land Act 1948 and the provisions of the said Act and of the regulations made thereunder applicable to such a lease shall where not inconsistent with the provisions of this lease be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

IN WITNESS whereof the Assistant Commissioner of Crown Lands for the said Land District, on behalf of the Lessor, hath hereunto set his hand, and these presents have also been executed by the said Lessee.

SIGNED by the said Assistant Commissioner,  
on behalf of the Lessor, in the presence  
of:

*J.R. Gleane*  
\_\_\_\_\_  
Assistant Commissioner of Crown Lands

Witness: *[Signature]*  
\_\_\_\_\_

Occupation: *Clerk Department of Lands & Survey*

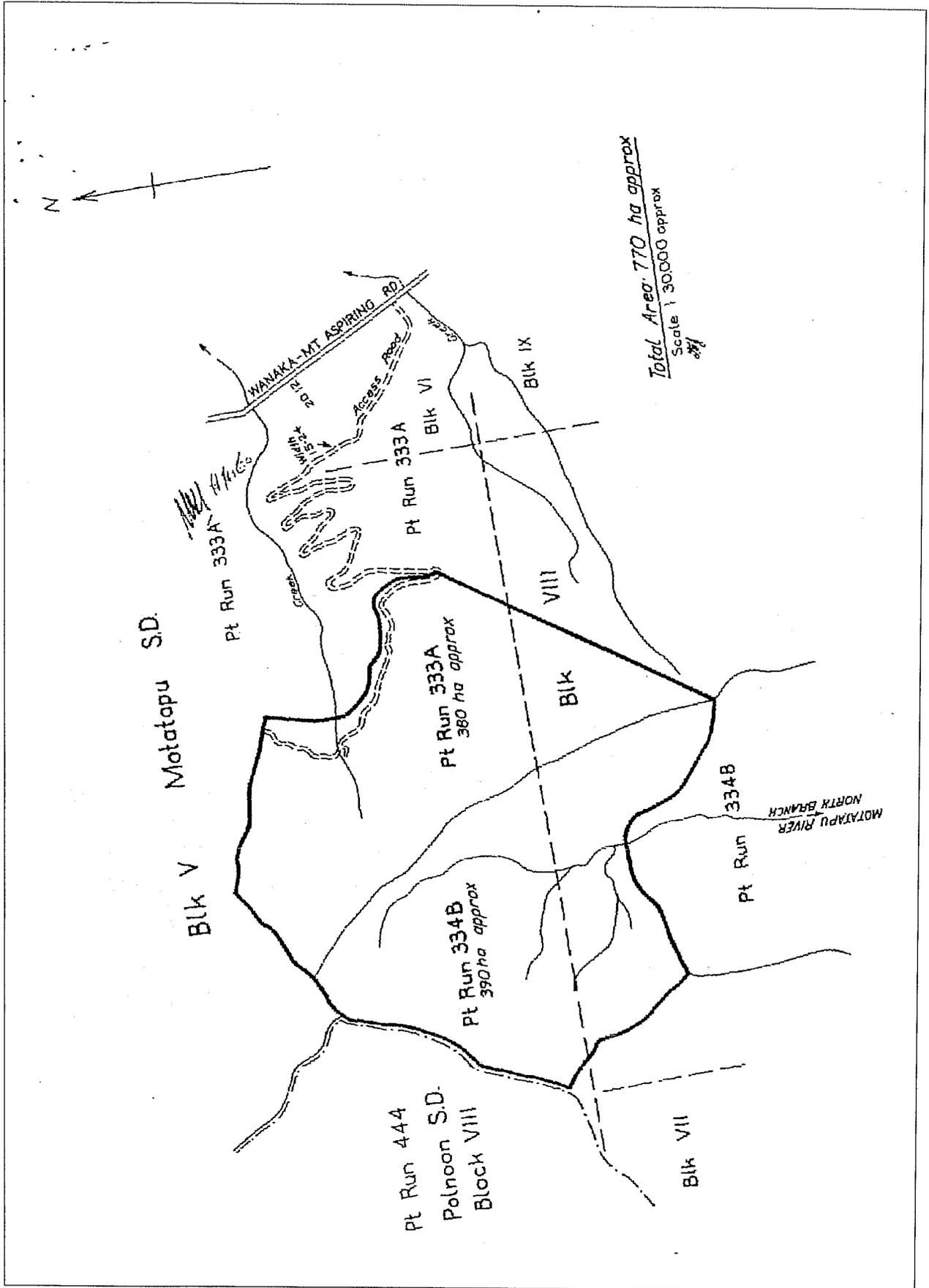
Address: *Dunedin*  
\_\_\_\_\_

The Common Seal of TREBLE COVE (WANAKA) SKI FIELD LIMITED was affixed hereto in the presence of



*[Signature]*  
..... Director

*[Signature]* Secretary



537023 Mortgage to Development Finance Co. New Zealand - 26.6.1980

DISCHARGED  
NOV 23 1991

*[Signature]*  
ALR

8C/243

587989 Mining Licence under the Mining Act 1971 affecting part Motatapu River bed in favour of Rodney Allan Aubrey, Douglas Walter Cocks, Stuart Geoffrey Galloway, Roy John Hurdell, Allan James Manson, Roderick Donald MacKay, Donald Inkster Ross, Gerald Stanley Scaife, Richard Morton Scaife, Gerald George Trovathen, Archibald Withington, Neil William Strang for a term of 5 years commencing 14.12.1982 - 17.12.1982 at 2.18 pm  
See Volume 9D Folio 13A

*[Signature]*  
A.L.R.

547911 Variation of Mortgage 537023 - 11.7.1983 at 10.48 am

*[Signature]*  
ALR

907533 Mortgage to Bank of New Zealand - 5.5.1996 at 11:34 am.  
978185.1

DISCHARGED

*[Signature]*  
ALR

Not Registered under Land Transfer Act—Registered under Section 83, Land Act, 1948

*[Signature]*

8C/243

INDEXED  
33905

MAY 5 11 31 AM 1980

8C/243

Form 13

Lease Variation instrument

Section 116, Land Transfer Act 1952

Land registration district

OTAGO

BARCODE

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

8C/243

Lease number

533945

Lessor

Surname must be underlined

HER MAJESTY THE QUEEN acting by and through the DIRECTOR-GENERAL OF CONSERVATION

Lessee

Surname must be underlined

TREBLE CONE INVESTMENTS LIMITED, being the successors in title to TREBLE CONE (WANAKA) SKI FIELD LIMITED

Renewal of lease

The covenants, conditions, and restrictions contained in the above lease are renewed as set out in the Annexure Schedule.

Dated this

day of

2006

Attestation

<p>Signature _____</p>	<p>Signed for and on behalf of the <u>DIRECTOR-GENERAL OF CONSERVATION</u> by Paul Hellebrekers, Wanaka Area Manager, Otago Conservancy pursuant to a written delegation dated 17 February 1999 in my presence</p> <p>_____  <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><i>Witness name</i></p> <p><i>Occupation</i></p> <p><i>Address</i></p>
------------------------	--

<p><b><u>EXECUTED</u></b> on behalf of  <b><u>TREBLE CONE</u></b>  <b><u>INVESTMENTS LIMITED</u></b> by</p> <hr/> <p>Director</p> <hr/> <p>Director</p>	<p><b>Signed in my presence by the Lessee</b></p> <hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><b><i>Witness name</i></b></p> <p><b><i>Occupation</i></b></p> <p><b><i>Address</i></b></p>
---	---

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

Solicitor for the Lessee

## Annexure Schedule

Lease Renewal

Dated

Page 3 of 3 pages

### Renewal of lease

Renewal to the above lease:

- (a) the term of the lease is **renewed** for a term of thirty (30) years to **30 June 2036**, subject to the covenants, conditions and restrictions therein contained, including the further right or option of renewal pursuant to clause (j) of the lease.

**All signing parties and either their witnesses or solicitors must sign or initial in this box.**

**SPECIAL LEASE OF CROWN LAND PURSUANT TO SECTION 67(2)  
LAND ACT 1948**

THIS DEED made the 26<sup>th</sup> day of *March* one thousand nine hundred and ninety-five <sup>six</sup> BETWEEN HER MAJESTY THE QUEEN (hereinafter together with her successors and assigns called "the Lessor") of the one part and TREBLE CONE (WANAKA) SKI FIELD LIMITED a company incorporated under the Companies Act 1955 and having its registered office at Dunedin (hereinafter together with its successors and permitted assigns called "the Lessee") of the other part WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants conditions and agreements herein contained and implied and on the part of the Lessee to be paid observed and performed the Lessor doth hereby demise and lease unto the Lessee ALL that parcel of land containing by admeasurement 35.1577 hectares be the same a little more or less situated in the Land District of Otago and being Section 1 SO 23260 and Section 2 SO 22995 (hereinafter called "the said land") as the same is more particularly shown on the plans attached hereto and thereon outlined with bold black lines together with the rights easements and appurtenances thereto belonging TO HOLD the said premises intended to be hereby demised unto the Lessee for the balance of the term of thirty (30) years commencing on the 27th day of March 1987 YIELDING and paying therefor unto the Department of Survey and Land Information at Dunedin the annual rent of ten cents payable without demand by equal half yearly payments in advance on the 27th day of March and the 27th day of September in each and every year during the said term AND the Lessee DOTH HEREBY COVENANT with the Lessor as follows:

- 1 THAT the Lessee shall pay the rent hereby reserved at the times and in the manner aforesaid free of exchange and all other deductions and also will pay and discharge all rates taxes assessments and outgoings whatsoever that now are or hereafter may be assessed levied or payable in respect of the said land or any part or parts thereof during the said term.
- 2 THAT except as hereinafter provided in this clause the Lessee shall use the said land solely for the purpose of ski field management and purposes ancillary thereto and specifically excluding any development or erection of buildings for the purpose of tourist or holiday accommodation or associated facilities. This lease does not confer any right of grazing in no snow periods. Any grazing permitted shall be at the sole discretion of the Commissioner of Crown Lands (hereafter called "the Commissioner").
- 3 a THAT the Lessee will not transfer assign sublease or otherwise dispose of its interest or any part thereof in the said land without the previous approval in writing of the Commissioner.

LEGINB467

b **THE** Lessee will not apply for any such approval to transfer or assign unless application is made at the same time to transfer or assign its interest in the land at present comprised and described in Special Lease S.372 registered as Register No. 8C/243 (Otago Registry) to the same transferee or assignee.

4 **THAT** the Lessee throughout the term of the lease to the satisfaction of the Commissioner will cut and trim all live fences and hedges clear the said land of all noxious plants and will comply with the provisions of the Biosecurity Act 1993.

5 **THAT** the Lessee will throughout the term of the lease keep the said land free from wild animals rabbits and other vermin and generally comply with the provisions of the Agricultural Pests Destruction Act 1967 and will comply with the provisions of the Wild Animal Act 1977.

6 **THAT** the Lessee will not discriminate in any manner against or refuse facilities to any person or persons except on the ground of misconduct or misdemeanour or uncleanness but 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 2 hereof. Notwithstanding the foregoing restriction the Lessee may from time to time impose such conditions as it considers necessary for the purposes of ensuring the safety of the persons using the skifield and to ensure the efficient operation of the skifield.

7 a **THAT** the Lessee will prior to the erection of or substantial addition to any building or buildings or other appliances or improvements on the said land furnish to the Commissioner plans and specifications of the building or buildings to be erected or of the additions to be made or of other appliances or improvements to be erected and will not erect such buildings or appliances or other improvements or carry out any development on the said land without the prior written approval of the Commissioner whose consent will not be arbitrarily or unreasonably withheld.

b **THAT** the Lessee will annually appoint two directors to represent the Lessee at a joint inspection to be carried out with officers of the Department of Survey and Land Information or with persons appointed by the said department no later than 1 November each year of existing and proposed development on the said land. The Lessee of the land at present described in Crown Pastoral Lease No. P 352 recorded as Register No. 10C/688 (Otago Registry) is to be invited by the Lessee to take part in the inspection as much as it affects that part of the said land which constitutes the road to the skifield. Any approved proposed earthworks development is to be completed before the end of the following March or within such time as may be agreed by the Commissioner and in carrying out all development including the possible disturbance of natural stream flows disturbance of natural vegetation and soil surface erection of new buildings and placement of ski-tows and ancillary equipment the Lessee shall have careful regard to all environmental and aesthetic factors

together with soil and water values and shall comply with any written directions from the Commissioner designed to ensure that the Lessee complies with the spirit of this sub-clause.

c **IF** at any time the Lessor considers that any remedial work is reasonably required as a result of any work carried out by the Lessee under the terms of this lease the Lessee shall carry out such remedial work as is specified in writing by the Commissioner within such time as the Commissioner shall consider to be reasonable. This may include remedial work for damage done as a result of roading or other activities of the Lessee to the land at present comprised and described in Crown Pastoral Lease No. P 352 recorded as Register No. 10C/688 (Otago Registry). If the remedial work is not carried out within the time specified the Lessee hereby agrees that the Lessor may do the work at the cost of the Lessee and that the Lessee will pay the costs involved within three months of receiving an account therefor from the Commissioner.

8 **THAT** the Lessee will provide for the approval of the Commissioner a combined development/management plan for the said land as an addition to or incorporated in the main skifield management plan and no development will be approved unless it complies with the management plan. The management plan may be reviewed from time to time in a manner mutually acceptable to the Commissioner and the Lessee. The plan is to cover items such as safety avalanche drainage sewerage and the location of proposed buildings and other improvements together with the staging of such development and the dates each stage of development is likely to commence. At all times development shall comply with the requirements of the Department of Health the District Plan of the Queenstown Lakes District Council and insofar as soil and water values are concerned will meet the requirements of the Otago Regional Council. The Lessee will not deviate from its approved plan without the express approval of the Commissioner.

9 **THAT** the Lessee will to the satisfaction of the Commissioner bury or otherwise dispose of all refuse away from the said land and will keep the said land in a clean and tidy condition to the satisfaction of the Commissioner.

10 **THAT** the Lessee will not light or permit any fires to be lit on the said land other than in domestic fireplaces in approved buildings or other than on areas sufficiently covered in snow as not to provide a fire risk. In any case no outside fires will be lit or permitted to be lit from October to May (both inclusive).

11 **THAT** the Lessee will dispose of all effluent from any approved septic tank or sewage treatment plant in such manner as is approved by the Commissioner and Medical Officer of Health. In the event of such sewage treatment proving ineffective the Lessee shall make arrangements for all sewage to be removed from the said land within such time as is notified in writing to it by the Commissioner.

12 **THAT** the Lessee will not carry out any cultivation burning mowing or disturbance of the vegetation covering of the said land or plant any trees thereon or carry out substantial earthworks or excavation for carparks or roads without the prior approval of the Commissioner being first obtained.

The Lessee shall maintain cut-offs and water tables to the satisfaction of the Commissioner with respect to the skifield access road.

13 **THAT** the Lessee will permit any person or persons appointed by the Commissioner to inspect the said land and all buildings erections and installations situated thereon at reasonable intervals and the Lessee will immediately comply with all reasonable directions from the Commissioner in regard to repairs and maintenance sanitation disposal of drainage and rubbish public safety and also in regard to any other matter whatsoever.

14 **THAT** the Lessee will take all reasonable steps to protect all machinery on the said land so that no person or animal shall be injured by any machinery or any thing damaged by such machinery.

15 **THAT** the Lessee will indemnify and keep indemnified the Lessor from and against all actions suits claims demands proceedings losses damages compensation sums of money costs (including solicitor and client costs) charges and expenses whatsoever to which the Lessor shall or may be liable for or in respect of the said land or any building structure fitting fixture chattel or erection nor on or hereafter erected thereon or for or in respect of the construction erection or user of any of the foregoing or for or in respect of all losses damages accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or resulting in the destruction of any property or not) at upon or in connection with the said land or any building structure fitting fixture chattel or erection as aforesaid and although outside the same or which may be consequent upon the installation maintenance working keeping or storage of any plant structure machinery or goods by the Lessee or in respect of leakage of water inflammable liquid or other liquid flowing into or from the said land AND notwithstanding that any of such actions suits claims demands proceedings losses damages compensation sums of money costs charges and expenses shall have resulted from any act or thing which the Lessee may be authorised or obliged to do under these presents and notwithstanding that any time waiver or other indulgence has been given to the Lessee in respect of any obligation of the Lessee under this lease AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the obligations of the Lessee under this clause shall continue after the expiration or other determination of this lease in respect of any act deed matter or thing happening before such expiration or determination.

16 **THAT** except to such extent as is required to enable the Lessee to comply with clause 5 hereof the Lessee will not permit firearms or dogs on the said land unless the dogs are under strict control.

17 **THAT** the Lessee shall having regard to the purpose for which this lease is granted provide an appropriate range of facilities and amenities for full and safe enjoyment for its patrons such facilities and amenities and safety measures to be to the satisfaction of the Commissioner and as approved by the Commissioner from time to time.

18 **THAT** the Lessee shall strictly control parking on the skifield access road and all approved car parks shall be adequately supervised by the Lessee to the Commissioner's satisfaction. The

Lessee shall maintain a sign at the foot of the skifield access road to indicate when the approved parks are full.

19 **THAT** the Lessee shall not erect or display or permit to be erected or displayed on the said land any hoardings or advertising matter of any description without first obtaining the approval of the Commissioner. Operational signs are however permitted.

20 **THAT** the Lessee will insure within the meaning ascribed to those words in the Fourth Schedule to the Land Transfer Act 1952 all buildings tenements and premises belonging to the Lessee and will produce to the Commissioner on demand the receipt or receipts for the annual or other premiums payable on account thereof and the policy or policies and all moneys received pursuant to any such insurance shall be expended in or towards repair reinstatement or re-erection of buildings tenements or premises on the said land **PROVIDED HOWEVER** that if the Lessor determines that such destroyed or damaged buildings tenements and premises are not to be repaired reinstated or re-erected the Lessee shall forthwith remove the damaged or destroyed building or buildings tenements and premises or the remains thereof and shall forthwith restore the area to the satisfaction of the Lessor and that in such event the cost of removing damaged or destroyed buildings tenements and premises 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 a **THAT** the Lessee shall urgently repair and revegetate to the satisfaction of the Commissioner all ground damaged and soil disturbance created during or as the result of the construction of the skifield access road carparks and ski tows.

b **THAT** the Lessee shall carry out an annual programme of revegetation and vegetation maintenance to the satisfaction of the Commissioner so as to maintain a permanent and sound plant cover on the said land. Plant species used in revegetation are to be approved by the Commissioner.

22 **THAT** the Lessee will to the satisfaction of the Commissioner throughout the term of the lease maintain all improvements and repair and maintain and keep in good substantial repair order and condition all buildings fences gates and other erections now existing or hereafter erected on the said land and will not without the prior written consent of the Commissioner pull down or remove improvements belonging to the Crown or any part of them.

23 **THAT** the Lessee will throughout the term of the lease properly clean and clear from weeds and keep open all creeks drains ditches and watercourses upon the said land including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of this lease.

24 **THAT** the Lessee will not throughout the term of this lease without the prior consent of the Commissioner given on such terms and conditions (including the payment of royalty) as he thinks fit fell sell or remove any timber tree or bush growing standing or lying on the said land and it will throughout the term of this lease prevent the destruction or burning of any such timber tree or bush unless the Commissioner otherwise approves. Provided that the consent of the Commissioner shall

A

10 0

not be necessary where any timber or tree is required for any agricultural pastoral household roadmarking or building purpose on the said land or has been planted or purchased by the Lessee.

25 **THE** Lessee will punctually observe and comply with and shall ensure that the Lessee's staff and employees observe and comply with every law statute rule regulation and bylaw now and hereafter in force and all orders and directions which may be given under the same or any of them insofar as the same or any of them relates to the said land and to the control management or user of any building structure erection or device thereon and to any business or operations conducted by the Lessee on or from the said land and to the conduct of any person using or being upon the same or any building structure or erection thereon. That (without limiting the generality of the foregoing) the Lessee will observe all statutory and other provisions and regulations for the time being in force relating to the storage of explosive substances inflammable liquid and dangerous goods and all the conditions contained in any licence relating to the said land or subject to which such licence is granted and will not do or permit to be done anything contrary to any statutory or other provision or regulation made by any competent authority for the time being in force relating to the storage of explosive substances inflammable liquid or dangerous goods or whereby any licence in respect of the said land may be liable to forfeiture or suspension.

26 **THAT** the Lessee will from time to time during the continuance of the lease at the proper time for that purpose apply for and endeavour to obtain at its own expense all such licences permits or renewals thereof as may be necessary for the proper conduct of the Lessee's trading activities and will at the expiration or sooner determination of the term hereby granted (if required) transfer and assign and do all acts necessary for transferring and assigning such licences and permits unto the Lessor or to such other person as the Lessor may appoint for that purpose AND that the Lessee will not do or suffer to be done any act matter or thing in or about the said land during the continuance of the lease whereby any such licence or permit may be or become liable to be forfeited or suspended or the renewal thereof refused.

27 **THE** Lessee will dispose of snow resulting from snow clearance operations and any other material removed during any clearing operations of the skifield access road in a manner approved by the Commissioner.

28 **IF** at any time any erosion or soil disturbance occurs on the said land which in the opinion of the Commissioner is a direct result of any development activity of the Lessee the Lessee on being notified in writing by the Commissioner will at its own expense and as soon as possible carry out a programme of consolidation and revegetation of the eroded or disturbed area to as near to its original state as possible and in such a manner and using such plant species as approved in each case by the Commissioner and shall maintain the eroded or disturbed areas to the satisfaction of the Commissioner.

29 **THAT** before reconstruction repair or maintenance of the part of the skifield access road which passes within the said land commences the Lessee will obtain the written approval of the Commissioner to:

A

B

- a detailed engineering drawings and specification in the case of reconstruction or major repairs
- b plant and construction methods in the case of reconstruction or major repairs
- c a reconstruction repair or maintenance programme
- d methods of control of water during construction reconstruction repair and maintenance
- e definition of areas to be revegetated and methods to be employed and the Lessee shall appoint a registered engineer to supervise and competently carry out the detailed construction or reconstruction of the skifield access road in accordance with the foregoing approved by the Commissioner.

30 **THAT** the Lessee shall employ qualified and competent consultants to prepare a detailed landscape design for the skifield access road and the facilities area at the base of the road for the approval of the Commissioner and shall carry out such approved works in this plan during road construction repair or maintenance to the satisfaction of the Commissioner.

31 **THE** Lessee will ensure that all buildings are designed by a suitably qualified architect who shall be required to follow a unified theme favouring natural materials where possible and appropriate.

32 **THE** period that portion of the said land which constitutes the road to the skifield will be open for access by patrons to the skifield will be 1 May to 30 September both dates inclusive in each year and this period may be varied by the Lessor at the request of the Lessee but only on condition that the Lessee has obtained written agreement to the variation from the Lessees of the land at present comprised and described in Crown Pastoral Lease P.352 Registered as Register No. 10C/688 (Otago Registry) and the Lessees of the last mentioned lease will not unreasonably or arbitrarily withhold such agreement if the Lessee is prepared to agree to reasonable conditions.

33 **THE** Lessee may charge a toll for the use of the road referred to in clause 32 by vehicles during the period identified in clause 32 above but pedestrian access shall be free.

34 **THAT** the Lessee shall allow the Lessees for the time being of the land at present comprised and described in Crown Pastoral Lease No. P.352 recorded as Register No. 10C/688 (Otago Registry) the full free uninterrupted and unrestricted right liberty and privilege for the Lessees their respective servants tenants agents workmen licensees and invitees (in common with the Lessee its tenants and any other person lawfully entitled so to do) from time to time and at all times by day and by night except such times as the Lessor decides are necessary for the protection of the revegetation programme to go pass and repass with or without horses and domestic animals of any kind and with or without carriages vehicles motor vehicles machinery and implements of any kind over and along that part of the said land which constitutes the access road to the skifield for purposes connected with the running and farming of the land at present comprised and described in Crown Pastoral Lease No. P.352 recorded as Register No. 10C/688 (Otago Registry).

35 a **THAT** where stock need to be excluded or reduced in number on areas to be revegetated either permanently or temporarily the Commissioner may require the Lessee to erect and maintain suitable fencing at the Lessee's cost. The location of such fences is to have the written agreement of the Lessee of the land at present comprised and described in

Crown Pastoral Lease No. P.352 recorded as Register No. 10C/688 (Otago Registry) and the present and any future occupier of the land at present in the last mentioned lease shall not be liable to contribute to the cost of such fences or be liable to pay any compensation whatsoever to the Lessee as a result of the erection of such fences.

b **THAT** the present and any future occupier of the land at present comprised and described in Crown Pastoral Lease No. P.352 recorded as Register No. 10C/688 (Otago Registry) shall not be required to contribute towards the cost of erection or maintenance of any fencing to be erected around the boundary of that part of the said land which does not constitute the road to the skifield.

**AND IT IS HEREBY AGREED AND DECLARED** by and between the Lessor and the Lessee

a **THAT** the Lessee shall have no right of acquiring the fee simple of the said land.

b **SUBJECT** to clause 33 the Lessee shall have the right to levy and collect charges for services rendered and facilities afforded and if required by the Commissioner shall satisfy the Commissioner that such charges are reasonable and not onerous. Such charges shall be clearly displayed for the information of members of the public visiting the said land.

c **THAT** if:

i the rent hereby reserved or any part thereof shall be in arrears or unpaid on any day on which the same ought to be paid and shall remain unpaid for thirty days thereafter whether the same shall be lawfully demanded or not or

ii default is made by the Lessee in the full and faithful performance and observance of any of the covenants conditions and agreements contained in this lease or

iii the Lessee shall become bankrupt or enter into any composition with or assignment for the benefit of its creditors (or being a company an order is made or an effective resolution is passed for winding up the company or a receiver of the assets of the company or any part thereof is appointed) or the Lessee shall abandon the said land or cease to function or shall fail to adequately provide services for the public in accordance with these presents and the Lessor has given written notice to the Lessee specifying the breach or default and requiring the same to be remedied within the time stated therein being not less than three months then in any such case it shall be lawful for the Lessor forthwith without suit notice or demand to enter into and upon the said 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 and agreements herein contained or implied.

d **THAT** if at any time after making such enquiries as she thinks fit and after giving the Lessee an opportunity of explaining the usage of the said land the Lessor is of the opinion that the said land

16

⊙

is not being used or is not being sufficiently used for the purposes specified in clause 2 hereof the Lessor may terminate the lease in the manner herein prescribed.

- e i That if the lease shall be terminated in accordance with clause c or d hereof then where the Lessor is of the opinion that the said land shall again be leased the Lessor shall cause a valuation to be made of the improvements that are then on the said land and as soon as possible thereafter shall publicly offer the said land for lease weighted with the value of improvements belonging to the outgoing Lessee.
- ii Where the Lessor is of the opinion that the leasing of the said land is being hindered by reason of the value of the improvements being excessive or of the terms for payment being onerous the Lessor may in her discretion from time to time reduce the value of the improvements or vary these terms as the case may be and again offer the said land and improvements for lease until such time as an offer suitable to the Lessor is received for the land and improvements.
- iii Where the said land and improvements are acquired under the provisions of this clause by an incoming Lessee the value of the improvements shall be paid by him in cash before he is admitted into possession of the said land and from the amount so paid the Lessor shall be entitled to deduct and retain any moneys due and owing to the Lessor for any breach or default and shall forthwith pay the remainder to the Lessee hereunder **PROVIDED** that the value of the improvements or any part thereof may be paid by instalments over a period of years or be secured by way of mortgage to the outgoing Lessee. Any payment by instalments over a period of years shall be subject to such conditions as to payment of interest or otherwise and any mortgage shall contain such provisions as the Lessor thinks fit.
- iv If the Lessor should publicly offer the land and improvements for lease as provided herein and not receive any suitable offers the Lessor may offer the improvements for sale for removal and in the event of a suitable offer being received and accepted the Lessor shall be entitled to deduct and retain any moneys due and owing to the Lessor by the Lessee including any damages assessed by the Lessor for any breach or default and to apply the remainder of such proceeds towards the costs of removal or destruction of any unsaleable items and the clearing and landscaping of the said land.
- f **THAT** if on the expiry or sooner determination of the lease created by these presents the Lessor determines that the said land should not again be leased then the Lessee shall not be entitled to compensation for any improvements effected by the Lessee on the said land but on such expiry or sooner determination the Lessee may with the consent of the Commissioner remove within such time as the Commissioner shall determine such improvements as were effected by the Lessee and shall leave the said land in a clean and tidy state to the satisfaction of the Commissioner.

As (A)

g **THAT** if any improvements are destroyed by earthquake fire or tempest and are no longer required by or useable by the Lessee then the Lessee must remove such improvements from the said land and shall leave the said land in a clean and tidy state to the satisfaction of the Commissioner.

h **THAT** this lease is issued subject to the provisions of section 8 of the Mining Act 1971 and section 5 of the Coal Mines Act 1979.

i **ANY** notice required to be given by the Lessor to the Lessee under this lease may be given for and on behalf of the Lessor by the Commissioner.

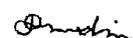
j **IF** the Lessee has paid the rent hereby reserved and observed and performed the covenants and provisions hereof then the Lessee shall have the right or option (to be exercised before three calendar months from the expiration of the term of this lease by notice in writing to the Commissioner) to take a renewal of the term hereby created upon and subject to the like covenants conditions and restrictions as are herein contained including this right or option of renewal.

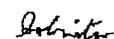
k **THAT** these presents are intended to take effect as a lease under section 67(2) of the Land Act 1948 and the provisions of the said Act and of the regulations made thereunder applicable to such a lease shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

SIGNED by MURRAY ROBERT  
MACKENZIE pursuant to a delegation  
from the Commissioner of Crown  
Lands in terms of Section 12B Survey  
Act 1986.



Witness: 

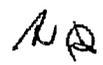
Address: 

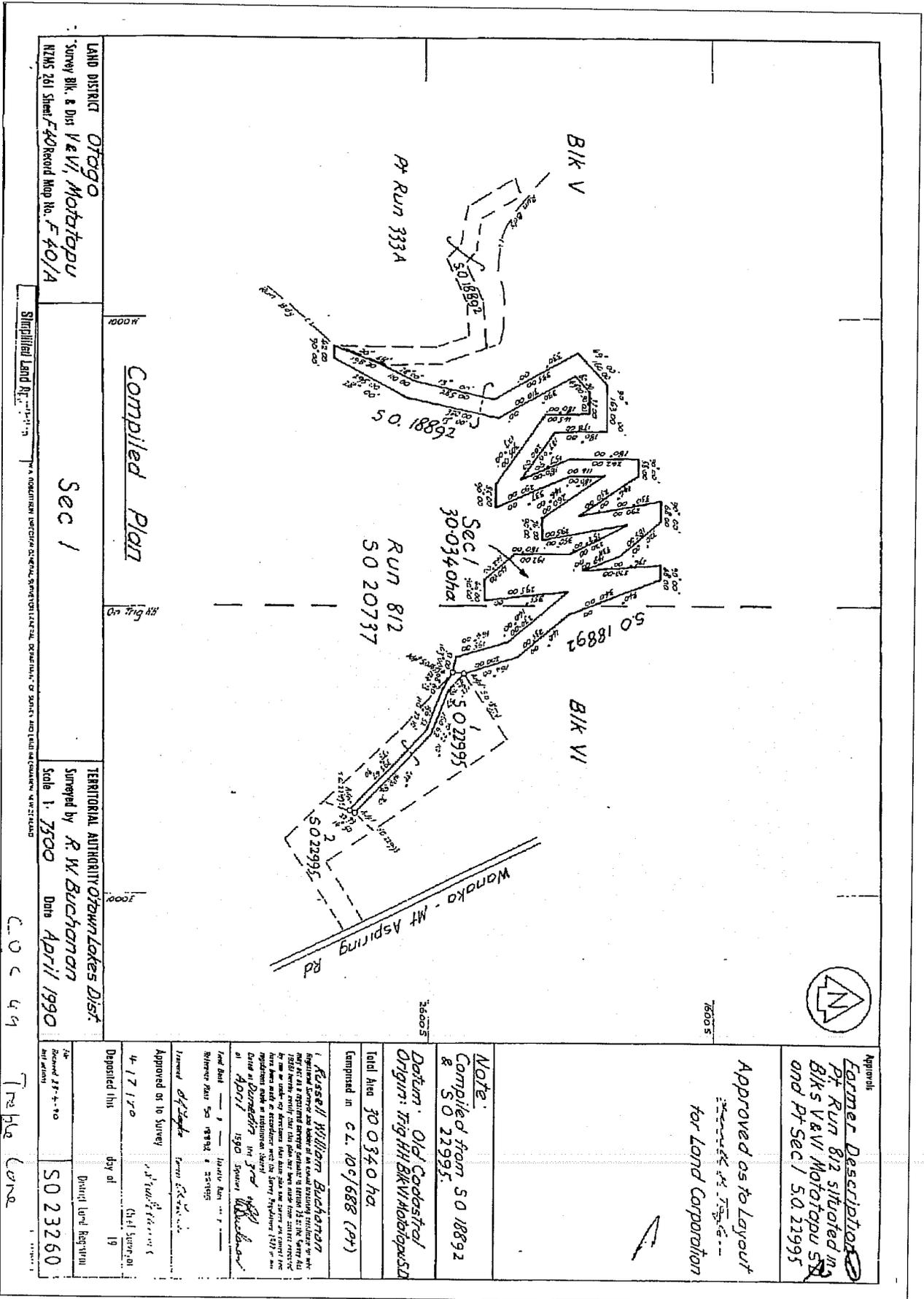
Occupation: 

EXECUTED by TREBLE CONE (WANAKA) SKI FIELD LIMITED By:

 Director

 Director





LAND DISTRICT **Otago**  
 Survey Blk. 8 Dist V & VI, Mototapu  
 NZMS 261 Sheet / F40 Record Map No. F 40/1A

1:7500  
 Compiled Plan  
 0m High 10m

Sec 1

TERRITORIAL AUTHORITY **Otago Lakes Dist.**  
 Surveyed by **R. W. Buchanan**  
 Scale 1:7500 Date **April 1990**



Approval  
 Former Description  
 Pt Run 812 situated in  
 Blks V & VI Mototapu SD  
 and Pt Sec 1 S.O. 22995

Approved as to Layout  
 for Land Corporation

Note:  
 Compiled from S.O. 18892  
 & S.O. 22995.

Origin: Old Cadastral  
 Datum: Trig. Hill Blk. V Mototapu SD

Total Area 30 034 0 ha  
 Computed in c. 100/688 (PT)

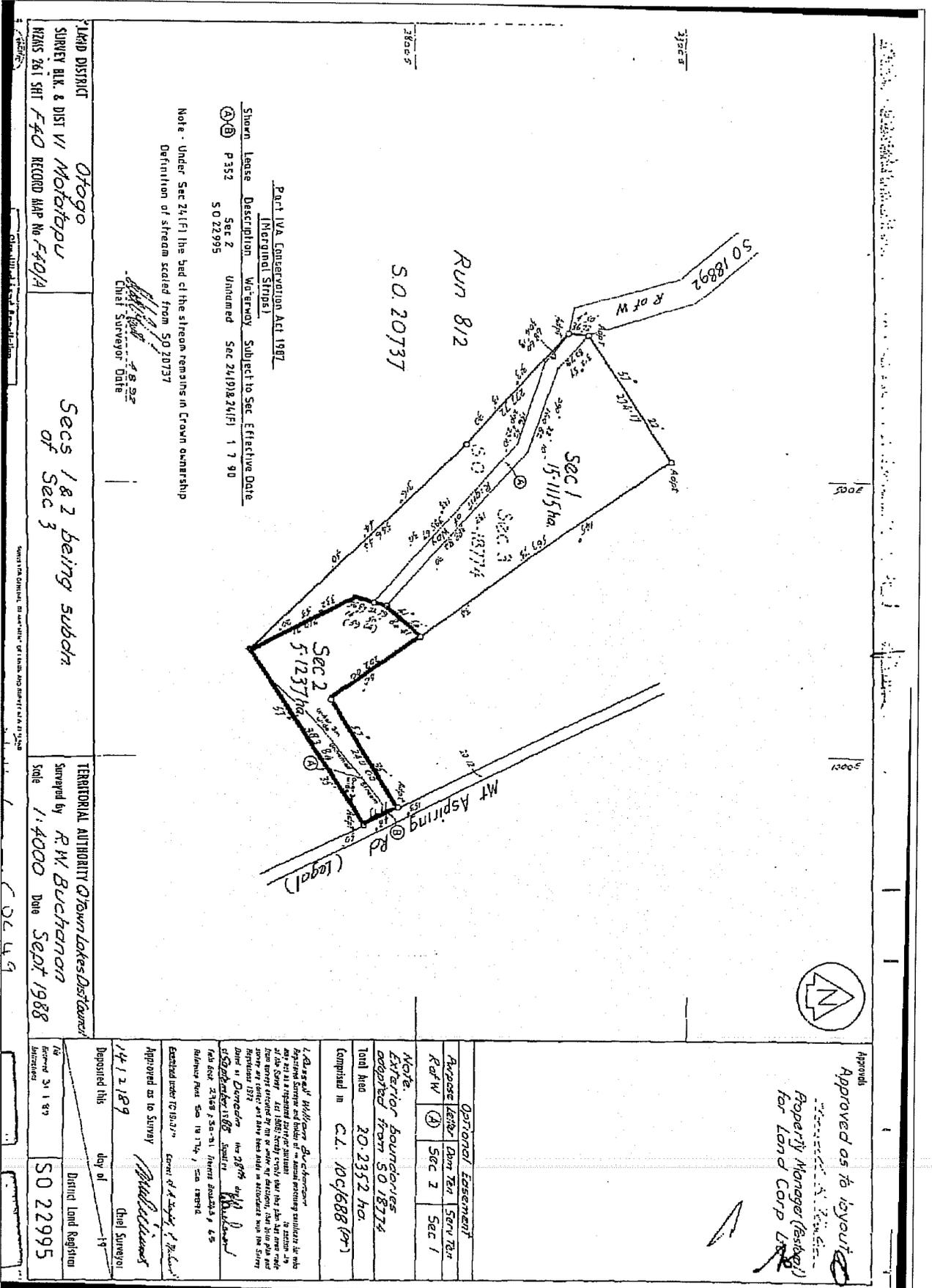
**Russell William Buchanan**  
 Surveyor  
 I am a duly qualified surveyor under the Survey Act 1980 and certify that this plan was made from correct records by me or under my direction. Also that I have verified the measurements made in accordance with the provisions of the Survey Act 1980.  
 Date of Completion of this plan **April 1990**  
 at **Dunedin**

Trig. Station  
 Reference Point No. 19892 & 22995

Approved as to Survey  
 4/17/90  
 day of 19

Deposited this  
 day of 19  
 District Land Registrar  
 S.O. 23260

C.O.C. 49  
 Title Corne



LAND DISTRICT  
 OTAGO  
 SURVEY BLK. & DIST V/1 Motatapu  
 RANGS 261 SHIT F40 RECORD MAP No. F40/A

Secs 1 & 2 being subdn  
 of Sec 3

TERRITORIAL AUTHORITY Crown Lakes District  
 Surveyed by R.W. Buchanan  
 Scale 1:4000 Date Sept 1988

Deposited this day of 19  
 Approved as to Survey  
 District Land Registrar

Part IVA Conservation Act 1987  
 (Marginal Strips)  
 Shown Lease Description: Watervay Subject to Sec. Effective Date  
 (A) P 353 Sec 2 Undeamed Sec 24(1)(a)(2)(f) 1 7 90  
 S O 22995

Note: Under Sec 24(1) the bed of the stream remains in Crown ownership  
 Definition of stream scaled from S O 20737  
 Chief Surveyor Date

Optional Easement			
Avance	Letter	Dim	Surv
Rd W	(A)	Sec 2	Sec 1
		Sec 1	Sec 1

Note:  
 Exterior boundaries adapted from S O 18774  
 Total Area 20.2352 ha.  
 Computed in C.L. 10c/688 (77)

Approved as to layout  
 Property Manager (Resident)  
 for Land Corp Ltd

907532/2  
 Zealand - 9.5.1978  
 978/85.2

DISCLAIMER to Bank of New Zealand - 9.5.1978  
 11.34cm  
 ALR

*[Handwritten signature]*

17C/552

DEED - SPECIAL LEASE PURSUANT TO  
 SECTION 67(2) LAND ACT 1948

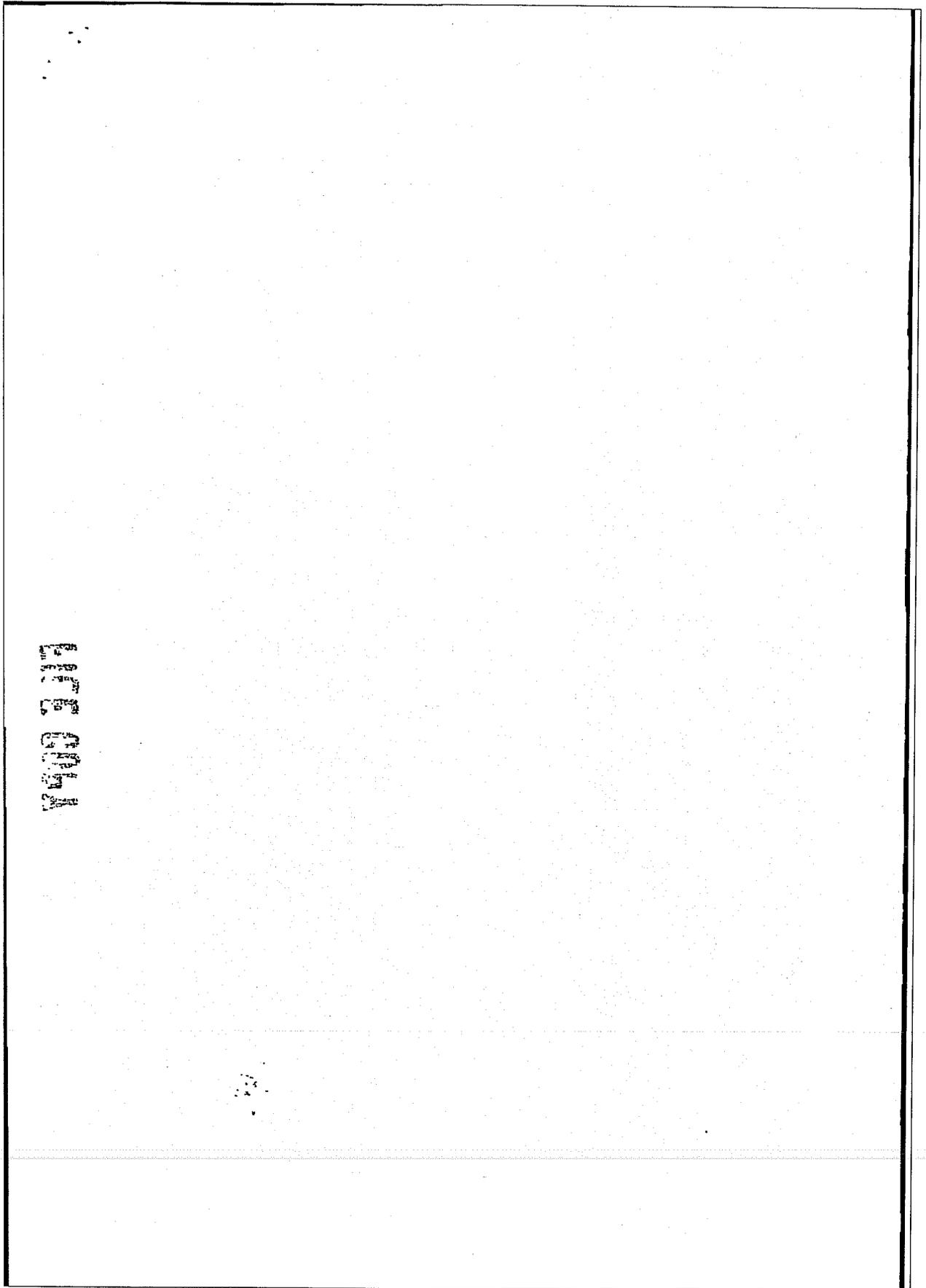
FILE COPY

11.34 09.MAY98 907532/1  
 PARTICULARS ENTERED  
 LAND REGISTRY OTAGO  
 ASST. LAND REGISTRAR



Regional Solicitor  
 Department of Conservation  
 DUNEDIN

17C/552



FILED

# Variation or Extension of Lease Land Transfer Act 1952

Avon Forms  
RGL approval 2000/6045EF

If there is not enough space in any of the panels below, cross-reference to and use the Approved Annexure Schedule: No other format will be received.

**Land Registration District**

OTAGO

**VL 5554294.2 Variation of**

Copy - 01/01, Pgs - 004, 11/04/03, 14:08



DocID: 110448297

**Certificate(s) of Title**

17C/552

**Lease No.**

907532/1

**Lessor Surnames must be underlined**

THE MINISTER OF CONSERVATION

**Lessee Surnames must be underlined**

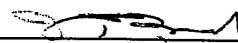
TREBLE CONE WANAKA SKI FIELD LIMITED

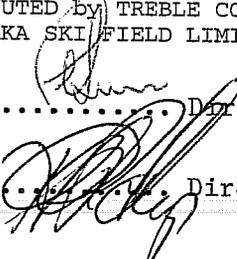
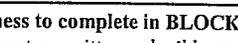
**Operative Clause**

The Covenants, conditions and powers contained or implied in the above described lease are hereby varied as set out in the attached Annexure Schedule.

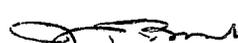
**Dated** 28 November 2002

**Attestation**

	Signed in my presence by the Lessor Signature of Witness	<p><b>SIGNED</b> for and on behalf of the Lessor by Jeff Connell pursuant to a designation given to him by _____ the Regional General Manager (Southern) Department of Conservation and dated the 4th day of July 2000 in the presence of:</p>
		
Signature(s), or common seal of Lessor	Witness to complete in <b>BLOCK</b> letters below (unless typewritten or legibly stamped) Witness name <u>JEFFREY WENAY BEARD</u> Occupation <u>SO LILITOR</u> Address <u>JOHNSTON</u>	

EXECUTED by TREBLE CONE WANAKA SKI FIELD LIMITED By:  ..... Director ..... Director	Signed in my presence by the Lessee Signature of Witness
	
Signature(s), or common seal of Lessee	Witness to complete in <b>BLOCK</b> letters below (unless typewritten or legibly stamped) Witness name _____ Occupation _____ Address _____

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



# Annexure Schedule

Avon Forms  
RGL approval 2000/6045EF

Variation or  
Extension of Lease

dated

page

2

of

3

pages

*Continuation of "Variation or Extension of Lease"*

**Note:**

Delete the clauses which do not apply by ruling a single straight line through each line of those clauses.

1. ~~The term of the above mentioned lease is hereby renewed or extended to the~~

2. The covenants, conditions, and restrictions contained or implied in the above-mentioned lease are hereby varied as follows:

New Clause 25A (set out on page 3 of 3 Annexure Schedule) is inserted following existing Clause 25.

**Covenantor** *Surnames must be underlined*

**Attestation**

	Signed in my presence by the Covenantor
	Signature of Witness
	_____
	<b>Witness to complete in BLOCK letters below</b> <i>(unless typewritten or legibly stamped)</i>
	Witness name
	Occupation
Signature(s), or common seal of Covenantor	Address

All signing parties and either their witnesses or their solicitors must put their signatures or initials here.



Insert below :-

"Mortgage", "Transfer", "Lease", etc.

**Annexure Schedule**

Variation or extension of lease

dated

28 November 2002

page

3

of

3

pages

- 25A (a) The Lessee will carry out the permitted activities on the land in a safe and reliable manner and is responsible for complying with:
- (i) the Health and Safety in Employment Act 1992 and its regulations; and
  - (ii) all other statutes, regulations and bylaws and all notices and requisitions of any competent authority relating to the operations and activities of the Lessee; and
  - (iii) the Occupier's Liability Act 1962.
- (b) The Lessee is responsible for:
- (i) taking all reasonable steps to protect the safety of all persons present on the land and, where necessary, erecting protective signposts warning the public of any dangers they may encounter as a result of the Lessee's operations;
  - (ii) taking all reasonable steps to eliminate, mitigate and/or manage any dangers to the public and, where appropriate, clearly marking any that remain and of which the Lessee is aware.
- (c) The Lessee shall, if required by the Lessor, prepare a safety plan and have it audited by a suitably qualified person approved by the Lessor, such approval not to be unreasonably withheld.
- (d) The safety plan must be:
- (i) certified as being suitable for the permitted activities by the person appointed to audit the safety plan pursuant to clause 25A(c); and
  - (ii) supplied to the Lessor together with a copy of the independent audit as certified under clause 25A(d)(i) within six months of the Lessor's requirement in clause 25A(c).
- (e) Receipt of the certified safety plan and audit by the Lessor is not in any way to limit the obligations of the Lessee under this clause 25A and is not to be construed as implying any responsibility or liability on the part of the Lessor.
- (f) The Lessee shall review the safety plan every two years, have it audited by a suitably qualified person approved by the Lessor, such approval not to be unreasonably withheld and, if requested by the Lessor, provide a copy of the reviewed safety plan and audit to the Lessor.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



## PRIVATE CORPORATE CLIENT AUTHORITY AND INSTRUCTION FOR AN ELECTRONIC TRANSACTION

*(This form is approved by the New Zealand Law Society and the Registrar-General of Land.  
For use by a non-publicly listed company or incorporated society, etc.)*

**1. TO LAW FIRM:** Anderson Lloyd  
*(Firm name)*

**2. CLIENT:**

Treble Cone Investments Limited  
*(Registered name of corporate as per Certificate of Incorporation. Referred to as 'the Client'.)*

**Full Names of Authorised Signatory(s):**

---

**Authorised Signatory A**

---

**Authorised Signatory B**

**3. TRANSACTION:**

**Property Address:** Mount Aspiring Road, Wanaka

**Date and Nature of Base Document:** Registered Lease No 907532.1

**Instruments:**

- Variation of Lease

Title Reference:	OT17C/552
Registered Number:	907532.1
Lessor:	The Minister of Conservation
Summary of Changes:	Extension of term to 27 March 2020

#### 4. AUTHORITY AND INSTRUCTION:

I confirm that:

- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
- (b) this authority is binding on the Client;
- (c) this form is for the transaction noted above;
- (d) I am 18 years of age or over;
- (e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
- (f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
- (g) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you to register the instruments above as an electronic e-dealing; and
- (h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this authority and instruction as if such instruments had been signed by me personally on behalf of the Client;
- (i) I understand that the authorised transaction will become a matter of public record upon registration.

\_\_\_\_\_  
**Signature of Authorised Signatory A**

\_\_\_\_\_  
**Date**

#### 5. SIGNATORY IDENTIFICATION: *(Tick applicable ID. Person establishing identity to complete.)*

	NZ Driver Licence	Passport	NZ Firearms Licence	Other NZ government- issued photo ID
<b>Signatory A</b>	_____	_____	_____	_____

*(Attach copy of ID used or details (e.g passport number) where copying not practicable.)*

I certify that:

- (a) I have witnessed the signatory(s) sign this form;
- (b) I have sighted the original form(s) of identity ticked above;
- (c) I have attached a copy of ID(s) used;
- (d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

\_\_\_\_\_  
**Signature of person establishing identity**

\_\_\_\_\_  
**Full name of person establishing identity**

\_\_\_\_\_  
**Occupation**

\_\_\_\_\_  
**Phone/Email**

\_\_\_\_\_  
**Address**

Notes:

1. The requirements for client identification specified in LINZS20002 Standard for verification of Identity must be complied with
2. With the exception of foreign passports, only NZ government issued photo ID may be relied upon for identity verification purposes
3. Attached copies of photo ID must include the expiry date (it appears on the reverse side of the new Drivers Licences) - expired ID may not be relied upon.
4. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
5. Attach certificate of non-revocation of power of attorney if required.
6. The full legal name of the corporate as registered must be used.
7. A faxed copy of this form is acceptable (refer to NZLS e-dealing Guideline J).
8. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

#### 4. AUTHORITY AND INSTRUCTION:

I confirm that:

- (a) I am properly and duly authorised by law to sign this Authority on behalf of the Client;
- (b) this authority is binding on the Client;
- (c) this form is for the transaction noted above;
- (d) I am 18 years of age or over;
- (e) the Client is not subject to any statutory management order, the appointment of a receiver or liquidator, or similar;
- (f) the Client has passed the necessary resolutions as required by its empowering constitution, rules or statute to authorise the transaction noted above;
- (g) as required by s164A of the Land Transfer Act 1952 I irrevocably authorise and instruct you to register the instruments above as an electronic e-dealing; and
- (h) I understand that by signing this form the Client is legally bound by the electronic instruments certified and registered on its behalf pursuant to this authority and instruction as if such instruments had been signed by me personally on behalf of the Client;
- (i) I understand that the authorised transaction will become a matter of public record upon registration.

\_\_\_\_\_  
**Signature of Authorised Signatory B**

\_\_\_\_\_  
**Date**

#### 5. SIGNATORY IDENTIFICATION: *(Tick applicable ID. Person establishing identity to complete.)*

	NZ Driver Licence	Passport	NZ Firearms Licence	Other NZ government- issued photo ID
<b>Signatory B</b>	_____	_____	_____	_____

*(Attach copy of ID used or details (e.g passport number) where copying not practicable.)*

I certify that:

- (a) I have witnessed the signatory(s) sign this form;
- (b) I have sighted the original form(s) of identity ticked above;
- (c) I have attached a copy of ID(s) used;
- (d) the photo(s) name(s) and signature(s) match the signatory(s) name(s) and identification provided.

\_\_\_\_\_  
**Signature of person establishing identity**

\_\_\_\_\_  
**Full name of person establishing identity**

\_\_\_\_\_  
**Occupation**

\_\_\_\_\_  
**Phone/Email**

\_\_\_\_\_  
**Address**

Notes:

1. The requirements for client identification specified in LINZS20002 Standard for verification of Identity must be complied with
2. With the exception of foreign passports, only NZ government issued photo ID may be relied upon for identity verification purposes
3. Attached copies of photo ID must include the expiry date (it appears on the reverse side of the new Drivers Licences) - expired ID may not be relied upon.
4. Where the person who is signing this form is doing so under a Power of Attorney the identification required to be established is that of the attorney.
5. Attach certificate of non-revocation of power of attorney if required.
6. The full legal name of the corporate as registered must be used.
7. A faxed copy of this form is acceptable (refer to NZLS e-dealing Guideline J).
8. The consent of prior mortgagees, lessors, etc may be necessary to avoid a breach of covenants.

### Lease Variation instrument

(Section 116 Land Transfer Act 1952)

**Lease Number**

907532/1

**Lessor**

The Minister of Conservation

**Lessee**

Treble Cone Investments Limited (being the successors in title to Treble Cone (Wanaka) Ski Field Limited)

**Variation of Lease**

*Continue in Annexure Schedule, if required*

The covenants, conditions and restrictions contained in the above Lease **are hereby varied** as set out below :

(a) the term of the Lease is ~~renewed or extended~~\* to 27 March 2020.

**and/or**

~~(b) the covenants, conditions or restrictions contained or implied in the Lease are varied as follows:~~

\*A lease variation instrument extending the term of a lease must be registered before expiry of the current lease.