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01 JUL 2005

MAORI TRUST OFFICE DUNEDIN

# MEMORANDUM OF LEASE

Whereas the Maori Trustee (hereinafter together with his successors and assigns referred to as "the Lessor") is the registered proprietor and trustee of an estate in fee simple in ALL THAT/THOSE/piece/pieces of land mentioned in the First Schedule hereto (the same being hereinafter referred to as "the said land") SUBJECT to such encumbrances liens and interests as are notified by memoranda underwritten or endorsed hereon:

Now therefore the Lessor subject to the exceptions and reservations referred to in clause 31 hereof DOTH HEREBY LEASE the said land unto

H. C. NEWMAN FAMILY TRUST. / HAMISH NEWMAN  
BROOKFIELD STATION. Box 21 Motel.

(hereinafter together and together with his/her/their respective executors and administrators and lawful and permitted assigns referred to as "the Lessee(s)") for a term of \_\_\_\_\_ years which shall commence or be deemed to have commenced on the 1st day of August day of August 19 2005 YIELDING AND PAYING therefore unto the Lessor:

- (a) For and during the/first year/period of the said term a yearly rental of FIFTEEN THOUSAND ONE HUNDRED AND EIGHTY SEVEN DOLLARS (INCLUDING G.S.T. = \$13500 TO. GST
- (b) For and during the/each year/period of the said term thereafter a yearly rental as agreed upon at the commencement of the period

by the Lessor and the Lessee(s) and failing agreement as shall be determined by one arbitrator if the Lessor and the Lessee(s) can agree on the appointment of one arbitrator and otherwise by two arbitrators (one appointed by each party to the dispute) and in case the arbitrators cannot agree by their umpire in accordance with the provisions of the Arbitration Act 1908; and these presents shall be deemed to be a submission under that Act Provided however the Lessee(s) shall not be required to pay rental in respect of structural or developmental improvements effected by the Lessee(s) to the said land during the said term and still subsisting at the commencement of the period Provided further the annual rental for any period shall be not less than the annual rental payable during the preceding period and rental at the rate payable during the preceding period shall continue to be payable by the Lessee(s) on due dates pending determination in the manner aforesaid of rental payable for the period but without prejudice to the rights of the Lessor to recover additional rental (if any) as from the commencement of such period upon determination of the rental payable for the period

Subject to the following covenants conditions restrictions stipulations and agreements:

AND THE LESSEE(S) DO/DOTH HEREBY COVENANT WITH THE LESSOR as follows:

1. That the Lessee(s) will pay the rental hereby reserved (together with Goods and Services Tax, if any, payable by the Lessor in respect of such rental) by bank order or as the Lessor may direct

- (a) half yearly in advance on the 1st day of the months of August and FEBRUARY in each and every year of the said term;
- or (b) by a lump sum payment for the first year period of the said term made at the commencement of the said term and by a lump sum payment for the remaining period of the said term made at the commencement of the remaining period

free of exchange and without any deduction whatsoever to the Lessor at \_\_\_\_\_ or such other place or places in New Zealand as the Lessor may from time to time direct and will in addition when making each and every such payment of rental pay to the Lessor without any deductions a further sum calculated at the rate of 7.5 per centum of the amount of the rental (or at such other rate or rates as may from time to time be determined under the provisions of the Maori Trustee Act 1953) being the Lessor's commission on distributing such rental to the person or persons entitled thereto and the Lessee(s) will at the same time pay to the Lessor Goods and Services Tax on such commission.

2. That the Lessee(s) will during the said term and as and when the same shall become due and payable duly and punctually pay and discharge (including Goods and Services Tax thereon) all rates taxes charges (including electric light telephone and power charges) and assessments (other than Landlord's Land Tax) which during the said term may be rated taxed levied charged assessed or made payable in respect of the said land all such rates taxes charges and assessments in respect of the first and last years of the said term being apportioned between the Lessor and Lessee(s) and the Lessee(s) will pay the proportion thereof of the Lessee(s) whether or not the same shall be due and payable before the commencement or after the termination of the term hereby created.

3. That the Lessee(s) will not assign sublet or part with the possession of the said land or any part thereof for the whole or any part of the said term:

(a) without in the case of an assignment having first delivered to the Lessor a deed of covenant executed by the proposed assignee in favour of the Lessor whereby the proposed assignee covenants to observe and perform all the covenants conditions and provisions on the Lessee(s) part herein contained and implied and also covenants to remedy breaches of covenant (if any) on the Lessee(s) part existing at the time of the assignment but nothing herein contained shall require the Lessor to consent to an assignment if breaches of covenant exist at the time of such assignment; and

(b) without in the case of an assignment to a private limited company having first delivered to the Lessor (in addition to the deed of covenant referred to in the last preceding paragraph) a deed of covenant executed by the shareholders or stockholders in the company or such of them as the Lessor may direct whereby the shareholders or stockholders guarantee to the Lessor (jointly and severally if more than one) the observance and performance by such company of the covenants conditions and provisions on the Lessee(s) part herein contained and implied; and

(c) without in all cases having first submitted to the Lessor the name, address and occupation of the proposed assignee subtenant or other occupier, together with such information and evidence as the Lessor may reasonably require in order to ascertain whether the consent of the Lessor should be given to the proposed assignment subletting or parting with possession; and

(d) without in all cases the consent in writing of the Lessor first had and obtained, provided that such consent shall not be unreasonably or arbitrarily withheld in the case of an assignment sub-letting or parting with possession in favour of a reputable person.

4. That the Lessee(s) will prior to the commencement of the last year of the said term or earlier if called upon by the Lessor so to do and at the cost in all things of the Lessee(s) (including the cost of survey definition if necessary) erect and put upon the boundaries of the said land upon which no substantial fence exists a substantial post and batten fence with not less than seven wires Provided however the Lessee(s) may with the prior consent in writing of the Lessor (but not otherwise) fence boundaries of the said land on a give and take basis or with like consent (where portions of the said land are in bush) fence along the line of bush Provided always and notwithstanding anything hereinbefore contained the Lessee(s) shall be responsible for complying with the provisions of the Fencing Act 1978 with regard to all notices issued thereunder with reference to the said land during the said term whether or not the Lessee(s) is/are an "occupier" as defined in such Act.

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 5. That the Lessee(s) will at all times during the said term repair and keep and maintain in good and substantial repair all buildings and other erections fences gates hedges culverts dams drains crossings fixtures stockyards and every description of improvement now or hereafter standing or being upon or growing on the said land and will renew all such parts thereof as shall become decayed or unserviceable and the Lessee(s) will during the said term and at intervals of not more than five years paint in workmanlike manner all the outside woodwork ironwork and aluminium work of all buildings including the roof (excepting buildings that are not customarily painted) now or hereafter to be erected upon the said land with two coats of proper oil or synthetic paint in other than thermal regions and of proper thermal paint in thermal regions.

6. That the Lessee(s) will not during the term hereof make any structural alteration to any building on the said land and will at all times during the term hereof keep and maintain the interior of any building on the said land including where applicable (but not by way of limitation) doors windows sashes frames paintwork wallpaper and fixtures and fittings (if any) of the Lessor in the same repair order and condition as the interior of the building was in at the commencement of the term hereof and prior to the expiration of the term hereof the Lessee(s) will do all such things as may be necessary (including painting and wallpapering of any dwelling) to enable the Lessee(s) to yield up the building in such same state of repair order and condition.

7. That the Lessee(s) will use timber, posts and battens tanalised treated to New Zealand standard specifications for erection or repair of stockyards timber gates and fences on the said land.

8. That the Lessee(s) will at intervals of not more than three years cut and trim all hedges and hedge plants on the said land so as to maintain such hedges and hedge plants in a good tidy and stock proof condition and will remove from the said land or burn all trimmings.

9. That the Lessee(s) will insure and keep insured for replacement value all buildings of an insurable nature for the time being erected upon the said land in the name of the Lessor (the policy for such insurance to be held in the custody of the Lessor) and in the event of the said buildings or any of them being destroyed or damaged by fire (but subject always to the prior rights of any mortgagee of the said land) all moneys received by the Lessor under and by virtue of any such insurances shall (unless the Lessor and the Lessee(s) shall otherwise determine) forthwith be expended by the Lessor in reinstating or repairing the building or buildings so destroyed or damaged and the Lessee(s) shall on demand forthwith produce to the Lessor all receipts for all premiums paid with reference to such insurance **Provided always** that the Lessor shall in no event be bound to expend in reinstating or repairing such building or buildings any greater amount than that received as the proceeds of such insurance by the Lessor **Provided further** that in the event that reinstatement of any building is not effected the Lessee(s) will clear the site and lay down the site in good certified New Zealand grasses and clovers.

10. That the Lessee(s) will during the said term cultivate use and manage all such parts of the said land as now are or shall hereafter be broken up and converted into tillage or be brought into pasture in a proper and husbandmanlike manner and will not impoverish or waste the same but will keep the same in good heart and condition and will at the end or sooner determination of the term leave all such parts of the said land as shall be broken up or brought into pasture laid down in properly established permanent pasture of not less than six months standing consisting of a mixture of good certified New Zealand grasses and clovers of the descriptions and proportions usually sown in the district in which the said land is situated and suitable for the said land.

11. That the Lessee(s) will during the term hereof use the most approved modern methods to keep the said land cleared of:

(a) all noxious plants that are such by law from time to time in the district in which the said land is situated without contribution from the Lessor and will duly and punctually comply with all directions of the Lessor and his agents as to the methods to be used or otherwise to that end and also with all the provisions of the Noxious Plants Act 1978 **Provided always** that the Lessee(s) shall indemnify the Lessor and keep him safe harmless and indemnified against all contributions costs charges and expenses which the Lessor may be called upon or compelled to pay under the said Act; and

(b) all weeds that are harmful or injurious to the quality of the pasture on the said land and to the productive capacity of the said land including (but not by way of limitation) Californian thistle barley grass couch grass rushes fennel buttercup lupin inkweed camomile and convolvulus.

12. That the Lessee(s) will during the said term clean and open all ditches drains and watercourses on the said land as often as may be necessary to keep the same clear and unobstructed at all times during the said term and will not pollute the same or allow the same to be polluted.

13. That the Lessee(s) will not at any time during the said term waste or overstock the said land and will not during the last year of the said term depasture upon the said land a greater number of stock than the Lessee(s) shall have had depasturing upon the said land during the immediately previous twelve months of the said term.

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 14. That the Lessee(s) will while using the said land as a dairy farm in all respects comply with all the provisions of the Dairy Industry Act 1952 so far as the same relate to the said land and under no circumstances shall the Lessor be liable to pay or to contribute to expenditure by the Lessee(s) on buildings or other improvements upon the said land notwithstanding the provisions of Section 8 of the said Act.

15. That the Lessee(s) will not at any time during the said term without the prior written consent of the Lessor first had and obtained request or permit any Electric Power Board to install any motor electric wires electric lamps or other electrical fittings or equipment on or about the said land or to do or cause or permit to be done any act deed matter or thing whereby any charge under Section 119 of the Electric Power Boards Act 1925 shall or may be created upon the said land in respect to the same.

16. That the Lessee(s) will in a husbandmanlike manner and at the proper season for so doing in each year topdress so much of the said land as shall be laid down in pasture with phosphatic fertiliser suitable to the nature of the soil and of a quantity sufficient to achieve and maintain the full productive capacity of such land (being at the rate of not less than 200 kilograms of fertiliser per hectare) or the Lessee(s) will apply liquid fertiliser or other proprietary mixture to so much of the said land as shall be laid down in pasture in such quantities and at such intervals as may be specified in writing by the Lessor and the Lessee(s) will produce to the Lessor once in each year during the term hereof receipts or invoices in respect of fertiliser applied to the land during the previous year and should the Lessee(s) fail to produce receipts or invoices as aforesaid or should receipts or invoices be produced and the Lessor be of the opinion that the productive capacity of the land is not being satisfactorily maintained the Lessor may cause tests to be made to the soil of the said land by properly qualified persons (such tests to be at the cost in all things of the Lessee(s) if the Lessee(s) have failed to produce receipts or invoices as aforesaid and otherwise at the cost of the Lessee(s) if the tests establish that the productive capacity of the land is not being satisfactorily maintained) and the Lessee(s) will upon the receipt of the results of any test comply with any recommendations made by the testing party as to topdressing of the said land and on demand being made by the Lessor the Lessee(s) will pay to the Lessor the costs of such tests (including a reasonable charge for the services of any employee of the Lessor or other person instructed by the Lessor to obtain a soil sample) if such costs shall be payable by the Lessee(s) in terms of the provisions hereof.

17. That the Lessee(s) will not during the said term take or suffer to be taken from the said land or any part thereof any crops other than feed crops and will not less than six months prior to the expiration of the said term lay down any parts of the said land that have been cropped in good certified New Zealand grasses and clovers as provided by Clause 10 hereof.

18. That the Lessee(s) will at the Lessee(s) own cost and expense do all things necessary to comply with the provisions of the Wild Animal Control Act 1977 and the Biosecurity Act 1993 and to keep the said land free and clear of rabbits and other agricultural pests and will indemnify the Lessor and keep him safe harmless and indemnified against all contributions costs charges and expenses which the Lessor may be called upon or compelled to pay under the said Acts.

19. That the Lessee(s) will not keep pigs on the said land.

20. That the Lessee(s) will pay all costs and expenses:

(a) incurred in the preparation perusal stamping and completion of these presents and of any duplicate or copy hereof including fees payable for registration of these presents and fees payable in respect of the preparation and filing of an application for the consent of the Land Valuation Tribunal pursuant to the Land Settlement Promotion and Land Acquisition Act 1952; and

(b) incurred by the Lessor (including a reasonable charge for the services of persons in the employ of the Lessor) in relation to

(i) the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this lease including but not by way of limitation the fees and costs of professional advisers consultants collecting agents process servers and persons inspecting the said land either periodically or to establish compliance by the Lessee(s) with any notice issued under Section 118 of the Property Law Act 1952 or other written advice to the Lessee(s) from the Lessor specifying a breach or breaches of covenant hereunder that are required to be remedied by the Lessee(s); and

(ii) any application for the consent of the Lessor hereunder; and

(iii) the determination of rental payable during any period of the term hereof (other than the initial period) and for and during any renewal of the term hereof (including the initial period) **Provided however** the costs of any submission to arbitration shall be borne as the arbitrator or arbitrators shall direct.

21. That the Lessee(s) will keep any native bush or shrubbery shelter ornamental or other trees at any time growing upon the said land in good order and condition and will not without the prior written consent of the Lessor cut down damage or destroy or permit to be cut down damaged or destroyed any of the said native bush shrubbery shelter ornamental or other trees (whether or not the Lessee(s) has planted the shrubbery or trees during the term hereof) and will use all proper and reasonable means to preserve the same (including fencing as necessary) and will not remove or permit to be removed from the said land any fencing posts timber or firewood **Provided however** that the Lessee(s) may use for the Lessee(s) own firewood requirements any logs or dead trees on the said land.

22. That if the Lessee(s) shall in any circumstances sever from the said land any timber trees the Lessee(s) shall be liable to the Lessor for damages in respect of the timber trees so severed and the property in the said trees shall remain in the Lessor.

23. That the Lessee(s) will not call upon or compel the Lessor to contribute to the cost of erecting repairing or maintaining any boundary fence which may now or hereafter be erected between the said land and any land adjacent thereto of which the Lessor is at law or in equity the owner **Provided** always that this covenant shall not enure for the benefit of any purchaser or Lessee(s) from the Lessor of such adjacent land so as to deprive the Lessee(s) of any rights which the Lessee(s) would have (but for this covenant) against the occupier (other than the Lessor) of any such adjacent land.

24. That in burning off or lighting fires upon the said land the Lessee(s) will in all respects comply with the provisions of the Forest and Rural Fires Act 1977 and will use every care and precaution to prevent fires from spreading to adjoining properties and will indemnify the Lessor and keep him safe harmless and indemnified against all claims for damages caused by any fire lit by the Lessee(s) or the agents servants invitees and licensees of the Lessee(s) and so spreading aforesaid and against all contributions costs charges and expenses which the Lessor may be compelled to pay pursuant to the provisions of the said Act or otherwise howsoever.

25. That the Lessee(s) will at the expiration or sooner determination of the term hereof yield up to the Lessor all buildings erections or other improvements now or hereafter on or made to the said land (including the component parts of any water supply system on the said land) whether affixed to the soil or otherwise.

26. That the Lessee(s) will not damage or modify any part of any archaeological site (as defined in the Historic Places Act 1980) on the said land whether or not the site is a registered site under the Historic Places Act 1980.

27. That the Lessee(s) will, at the Lessee(s) own expense, comply with all Statutes Ordinances Regulations Bylaws Requisitions and Notices affecting or relating to the land and premises or the use thereof and with all requirements which may be given by any authority whatsoever having jurisdiction or authority over or in respect of the land and premises and will indemnify and keep indemnifying the Lessor from and against all actions suits claims demands fines penalties and payments arising out of or relating to such Statutes Ordinances Regulations Bylaws Requisitions or Notices.

28. That the covenants of the Lessee(s) hereunder shall be construed as several and (if there be more than one Lessee hereunder) the liability of the Lessees hereunder to the Lessor shall be joint and several.

AND THE LESSOR DOT H HEREBY COVENANT WITH THE LESSEE(S) AS FOLLOWS:

29. That on the request of the Lessee(s) by notice in writing to the Lessor made not less than six months nor more than twelve months before the expiration of the said term and if there shall not at the time of such request be any existing breach or non-observance of any one or more of the covenants on the part of the Lessee(s) herein contained (but not otherwise) the Lessor will at the expense of the Lessee(s) grant to the Lessee(s) a lease of the said land for a further term of FIVE years from the expiration of the said term the Lessee(s) yielding and paying therefore unto the Lessor for and during the/ each year/period of the further term a yearly rental as agreed upon at the commencement of the period by the Lessor and the Lessee(s) and failing agreement as shall be determined by one arbitrator if the Lessor and Lessee(s) can agree upon the appointment of one arbitrator and otherwise by two arbitrators (one appointed by each party to the dispute) and in case the arbitrators cannot agree by their umpire in accordance with the provisions of the Arbitration Act 1908; and these presents shall be deemed to be a submission under that Act **Provided however** the Lessee(s) shall not be required to pay rental in respect of structural and developmental improvements effected by the Lessee(s) to the said land during the expired term or the said further term and still subsisting at the commencement of the period **Provided further** the annual rental for any period (including the period at the commencement of the further term) shall not be less than the annual rental payable during the preceding period AND rental at the rate payable during the preceding period shall continue to be payable by the Lessee(s) on due dates pending determination in the manner aforesaid of rental payable for the period but without prejudice to the rights of the Lessor to recover additional rental (if any) as from the commencement of such period upon determination of the rental payable for the period such further term to be otherwise upon and subject to the same covenants conditions restrictions stipulations and agreements (including a further guarantee and indemnity, if applicable) as are herein set forth except this present covenant for renewal.



AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

30. That the Lessor may at all reasonable times during the continuance of the said term enter upon the said land either personally or by any agent officer or servant for the purpose of viewing the state and condition thereof and of the buildings and erections thereon.

31. That notwithstanding anything hereinbefore contained there are hereby excepted and reserved from this demise all milling timber merchantable timber flax coal lignite stone clay kauri-gum and other metals or minerals whatsoever in or upon the said land with full power and liberty to the Lessor his agents servants grantees or licensees to enter upon the said land for the purpose of searching for working winning getting and carrying away all such milling timber flax coal lignite stone clay kauri-gum and other metals and minerals so reserved as aforesaid and for this purpose to make such roads erect such buildings sink such shafts and do all such things as may be necessary: Provided that in the exercise of such rights the Lessor shall cause as little interference as possible with the use of the said land by the Lessee(s) and **Provided further** that the Lessor shall pay a fair compensation to the Lessee(s) for all loss or damage sustained by the Lessee(s) by the exercise of any such powers by the Lessor and the amount of any such compensation shall in default of agreement be determined by two arbitrators (one to be appointed by the Lessor and the other by the Lessee(s)) and in case the arbitrators cannot agree by their umpire in accordance with the provisions of the Arbitration Act 1908; and these presents shall for the purpose of any such arbitration be deemed to be a submission under that Act.

32. That if the Lessee(s) shall at any time make default in the observance or performance of any one or more of the obligations on the part of the Lessee(s) herein expressed or implied it shall be lawful for the Lessor (without prejudice to any right of re-entry or other right) to observe or perform any such obligation on behalf of the Lessee(s) (and if necessary for so doing to enter upon the said land) and all moneys paid and expenses incurred in so doing and also costs incurred by the Lessor in connection therewith shall be forthwith repaid to the Lessor by the Lessee(s) and shall be recoverable by distress under the Distress and Replevin Act 1908 or otherwise as if the same were rent hereby reserved and in arrears and it shall be lawful for the Lessor or the agent officer or servant of the Lessor at all times for the purpose aforesaid and for the purpose of viewing the said land to enter upon the said land with such workmen and other persons as the Lessor or the agent officer or servant of the Lessor shall think fit and to remain there for such time as in the circumstances shall be reasonable and proper.

33. That in case the rent payable hereunder or any part thereof shall be unpaid on any day on which the same ought to be paid and shall remain unpaid for one month thereafter whether the same shall have been lawfully demanded or not or in case (where the Lessee is an incorporated company) there shall be a transfer of shares in the Lessee or an effective resolution be passed or an order of court be made for the winding up of the Lessee or in the case a receiver of the property of the Lessee be appointed or the assets of the Lessee be taken in execution under any writ of seizure or sale or in case any Lessee(s) being an individual shall become bankrupt or compound with or assign his/her estate for the benefit of his/her creditors or in case of the breach non-observance or non-performance by the Lessee(s) of any obligation herein on the part of the Lessee(s) contained or implied then and in every such case it shall be lawful for the Lessor forthwith or at any time thereafter without notice or suit (other than any notice required to be given by reason of the provisions of Section 118 of the Property Law Act 1952) to enter upon any part of the said land in the name of the whole and thereby to determine the estate of the Lessee(s) under these presents but without releasing the Lessee(s) from liability in respect of any antecedent breach of any such obligation.

34. That if the Lessee(s) fails to make any payment to the Lessor that the Lessee(s) is required to make pursuant to any clause hereof then the Lessor shall be entitled to interest on the moneys outstanding at the rate of fifteen (15) dollars per centum per annum computed from the time or respective times of such money being due to the Lessor until a final payment thereof has been made by the Lessee(s) to the Lessor and such interest shall be recoverable by the Lessor as rent in arrears.

35. That on expiration or sooner determination of the said term the Lessee(s) (and if there shall be a crop lien the lienholder) will have no further interest in the crops (if any) then growing upon the said land and will have no claim against the Lessor for any part of the share of the proceeds of the sale of such crops nor by reason of any work done by the Lessee(s) in connection with such crops.

36. That the covenants of the Lessee(s) contained in clauses 1 and 3 hereof are essential terms of this lease and the Lessor may elect to treat a breach of one or both of these covenants by the Lessee(s) as a repudiation by the Lessee(s) of this lease and the obligations of the Lessee(s) hereunder **Provided however** the rights hereby conferred on the Lessor are in addition to and shall not derogate from any other rights of the Lessor whether in relation to repudiation of this lease or otherwise.

37. That the covenants powers and conditions implied in leases by the Property Law Act 1952 shall be implied herein except in so far as the same are hereby modified or negatived.

38. That no compensation shall be payable to the Lessee(s) in respect of any improvements effected by the Lessee(s) upon the said land during the said term.

39. That the Lessee(s) hereby acknowledge(s) that the Lessor shall not be under any duty to survey the said land or otherwise take any steps or measures or to pay any sum of money in order to enable these presents to be registered pursuant to the provisions of the Land Transfer Act 1952 and all costs of survey (if registration shall be wanted by the Lessee(s)) shall be paid solely by the Lessee(s).

40. That any reference herein to any Act shall be deemed to include a reference to any other Act passed by way of amendment or in substitution therefore and shall also be deemed to include a reference to any Regulations for the time being in force under any such Act.

41. That if the Second Schedule hereto is completed the state and condition of the land and improvements thereon at the commencement of the term hereof are as described therein **Provided however** should any plan of the said land or part thereof form part of the second schedule nothing therein contained shall modify the boundaries of the said land as determined by the description of the said land as appearing in the First Schedule hereto.

42. That if any additional or modified covenants appearing in the Third Schedule hereto conflict with any covenants hereinbefore appearing the covenants in the Third Schedule shall prevail to the extent that there is a conflict.

43. That these presents are entered into subject to the consent of the Land Valuation Tribunal under the Land Settlement Promotion and Land Acquisition Act 1952.

**THE FIRST SCHEDULE**  
(Description of Land)

50.0ha + 16ha + 4.9 = 70.9ha.  
WHAKAPAU PAKIHI S. MATOHORA ROAD, MOTU

**THE SECOND SCHEDULE**

(State and condition of land and improvement at the commencement of the term)

THE THIRD SCHEDULE

(Additional or modified covenants.)

(If additional covenants are Lessee(s) covenants they should be shown as clauses 28A, 28B and so on; if Lessors covenants as clauses 29A, 29B and so on)

I/We WILLIAM ALEXANDER NEWMAN

do hereby accept this lease of the above described land to be held by me/us as tenant(s) subject to the conditions restrictions stipulations and agreements above set forth.

In witness whereof these presents have been executed this 01 day of JULY 2005.

Signed by the Maori Trustee as Lessor by

acting for the Maori Trustee pursuant to Section 9 of the Maori Trustee Act 1953 and sealed with the Maori Trustee's Seal of Office in the presence of:

) The Maori Trustee by  
)  
) acting for the Maori Trustee pursuant to Section 9 of the Maori Trustee Act 1953.  
)

Witness:

Occupation

Address:

*X W A Newman*

Signed by the abovementioned WILLIAM ALEXANDER NEWMAN as Lessee(s) in the presence of:

) TRUSTEE, H. C. NEWMAN FAMILY TRUST  
) Lessee(s)

Witness:

*R Newman*

Occupation:

*farmer*

Address:

*1293 Laverham Road  
Gisborne.*

The Common Seal of

as Lessee was by authority of the Board of Directors thereof hereunto affixed in the presence of:

)  
)

..... Director

..... Secretary

### GUARANTEE & INDEMNITY

TO the above Lessor under the above lease and the successors and assigns of the Lessor

I/we

in consideration of your entering into and executing the above written lease in favour of the abovenamed Lessee(s) at the request of me/us (as I/we hereby admit and declare) jointly and severally:

- (a) guarantee the due and punctual payment to you of all rent and other money reserved by the above written lease;
- (b) guarantee the due faithful and punctual observance and compliance by the Lessee(s) with all covenants conditions and provisions therein expressed or implied and on the part of the Lessee(s) to be observed and/or performed.
- (c) indemnify the Lessor against any loss the Lessor may suffer should the lease be lawfully disclaimed or abandoned by the Official Assignee in Bankruptcy or any Liquidator Receiver or other person.

And I/we hereby declare:

- (a) that no indulgence granting of time waiver forbearance to sue or any other thing which would otherwise affect or limit my/our liability as surety shall in any way release me/us or any of us or my/our respective personal representatives or successors from liability under this guarantee and indemnity
- (b) that I/we may for all purposes be treated as Lessee(s) and the Lessor shall be under no obligation to take proceedings against the Lessee(s) before taking proceedings against me/us.
- (c) that any assignment of the leasehold interest and any rent review in accordance with the lease shall not release me/us from liability including liability to pay the reviewed rent as determined in accordance with the lease.

Guarantee dated this ..... 01 ..... day of ..... JULY ..... 20...05.

Signed by the above named WILLIAM ALEXANDER NEWMAN ) x W A Newman )  
as guarantor(s) in the presence of: NEWMAN )  
TRUSTEE OF HC NEWMAN FAMILY TRUST.

Witness: W Newman

Occupation: farmer

Address: 1293 Laverham Road Gisborne