

Ngäi Tahu Holdings Corporation Limited
Te Ohu Pänga a Ngäi Tahu
Level 5, Te Waipounamu House
158 Hereford Street
P O Box 13-575, Christchurch
Phone 03 371 2758
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9 September 2002

TAKEOVER NOTICE

The Directors
Shotover Jet Limited
P O Box 660
Arthurs Point
Queenstown

Ngai Tahu Holdings Corporation Limited hereby gives you notice that it intends to make a full offer under the Takeovers Code for all shares in Shotover Jet Limited.

The following information about the intended offer is provided as required by the Takeovers Code. Such information is stated as at the date of this notice.

Statutory Information

(Using the same numbering as in Schedule 1 of the Takeovers Code)

2. *Offeror and its directors*

(1) The offeror is Ngai Tahu Holdings Corporation Limited ("NTHC"), which has its registered office and principal place of business at Level 5, Te Waipounamu House, 158 Hereford Street, Christchurch.

(2) The directors of NTHC are:

Wayne Robert Boyd

Jane Christine Huria

Susan Jane Sheldon

Andrew Maika Mason

Richard Hoani Parata

Rangimarie Parata Takurua

3. *Target Company*

The name of the target company is Shotover Jet Limited ("Shotover Jet").

5. *Offer terms*

The terms and conditions of the offer are set out in the appendix to this notice.

6. *Ownership of equity securities of target company*

(1) Ngai Tahu Tourism Limited ("NTTL"), a subsidiary of NTHC, presently holds 35,806,876 ordinary shares (82.64%) in Shotover Jet.

(2) No other equity securities of Shotover Jet are held or controlled by NTHC, any related company of NTHC, any person acting jointly or in concert with NTHC, any director of any of such persons or any other person holding or controlling more than 5% of the shares of Shotover Jet.

7. *Trading in target company equity securities*

(1) During the 6 month period before the date of this notice, NTTL has acquired 917,678 shares in Shotover Jet. Details of the acquisitions are as follows:

No. of Shares Acquired	Date of Acquisition	Consideration per Share
717,810	8 April 2002	\$0.45
22,000	19 April 2002	\$0.45
2,419	9 May 2002	\$0.45
50,274	29 May 2002	\$0.45
7,500	18 June 2002	\$0.47
5,950	25 June 2002	\$0.47
8,500	28 June 2002	\$0.47
2,000	28 June 2002	\$0.47
16,000	3 July 2002	\$0.47
2,000	4 July 2002	\$0.47
14,000	5 July 2002	\$0.47
5,000	11 July 2002	\$0.47
6,000	15 July 2002	\$0.47
18,000	19 July 2002	\$0.47
26,000	23 July 2002	\$0.47
9,225	25 July 2002	\$0.47
5,000	27 July 2002	\$0.47

(2) Apart from NTTL, none of the other classes of persons referred to in paragraph 6(2) above have acquired or disposed of any equity securities of Shotover Jet during the said 6 month period.

8. *Agreements to accept offer*

No person other than NTTL has agreed conditionally or unconditionally to accept the offer. NTTL has agreed to accept the offer on the same terms and conditions as those to be offered to all other shareholders.

9. *Arrangements to pay consideration*

(1) NTHC confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of the offer and to pay any debts included in connection with the offer (including the debts arising under Rule 49 of the Takeovers Code).

(2) If the consideration for the offer by NTHC is not sent within the period specified in the offer to any person whose securities are taken up under the offer, the person may withdraw acceptance of the offer:

(a) By notice in writing to NTHC; but only

(b) After the expiration of 7 days' written notice to NTHC of the person's intention to do so. However, the right to withdraw acceptance of the offer does not apply if the person receives the consideration during that 7 day period.

10. *Arrangements between offeror and target company*

There is no agreement or arrangement (legally enforceable or otherwise) made, or proposed to be made, between NTHC or any of its associates and Shotover Jet or any related company of Shotover Jet in connection with, in anticipation of, or in response to, the offer.

11. *Arrangements between offeror and directors and officers of target company*

There is no agreement or arrangement (legally enforceable or otherwise) made, or proposed to be made, between NTHC or any of its associates, and any directors or senior officers of Shotover Jet or of any related company of Shotover Jet in connection with, in anticipation of, or in response to, the offer.

12. *Financial assistance*

No agreement or arrangement has been made or is proposed to be made under which Shotover Jet or any related company of Shotover Jet will give (directly or indirectly) financial assistance for the purpose of, or in connection with, the offer.

13. *Market acquisitions of securities*

NTHC reserves the right to acquire equity securities in Shotover Jet, pursuant to Rule 36 of the Takeovers Code, during the offer period.

14. *Likelihood of changes in target company*

NTHC does not intend to make any material change to the business activities of Shotover Jet.

15. *Pre-emption clauses in target company's constitution*

Not applicable.

16. *Escalation clauses*

There is no agreement or arrangement (legally enforceable or otherwise) under which:

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

17. *Independent advisor's report*

Not applicable.

18. *Additional disclosures required if consideration includes securities*

Not applicable.

19. *Certificate*

Set out at the end of this notice.

SIGNED for and on behalf of Ngai Tahu Holdings Corporation Limited

Robin Pratt
Chief Executive

CERTIFICATE

To the best of our knowledge and belief, after making proper enquiry, the information contained in the foregoing notice is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by Ngai Tahu Holdings Corporation Limited under the Takeovers Code.

Robin Pratt

Chief Executive of
Ngai Tahu Holdings Corporation Limited

Kathy Meads

Chief Financial Officer of
Ngai Tahu Holdings Corporation Limited



Jane Huria

Director of
Ngai Tahu Holdings Corporation Limited

Richard Parata

Director of
Ngai Tahu Holdings Corporation Limited

APPENDIX

The following are the terms and conditions of the offer:

OFFER PRICE

NTHC will offer \$0.60, in cash, for each fully paid ordinary share in Shotover Jet.

TERMS OF THE OFFER

Shares are to be acquired under the Offer free from all charges, liens, mortgages and encumbrances of any kind and with the benefit of all rights attached to them.

The Offer will remain open for acceptance until, and including, 5.00 pm on 31 October 2002 or such later date as NTHC may (in accordance with the Takeovers Code) in its discretion determine (the Closing Date).

Shareholders accepting the Offer will not be entitled to withdraw their acceptance (whether or not there has been any variation to the Offer as permitted by the Takeovers Code). Acceptance of the Offer by a shareholder will, subject to the conditions contained in clause 4 being satisfied, constitute a contract between that shareholder and NTHC for the sale and purchase of that shareholder's Shotover Jet shares on the terms and conditions of the Offer.

NTHC may, in its discretion, treat any form of acceptance as valid, notwithstanding that it has been incorrectly completed.

If the Offer has not been declared unconditional on or before the date referred to in clause 4.3, the Offer will be deemed to have lapsed and all Forms will be returned to the persons who submitted them.

Acceptance of the Offer will constitute a representation and warranty by the accepting shareholder that the shares specified in the Form are fully paid and free from all adverse interests of any kind.

The Offer will be open for acceptance by any person or persons who have acquired shares in Shotover Jet from any person to whom the Offer has been sent.

If, after the date of this Takeover Notice, Shotover Jet authorises, declares, or makes any bonus issue of shares, options or other securities, acceptors of the Offer will be bound to transfer to NTHC the bonus shares, options, or other securities relating to each share for which the Offer is accepted without any additional consideration.

If, after the date of this Takeover Notice, Shotover Jet authorises, declares, makes, or pays any dividend or capital distribution (other than the interim dividend already announced as at the date of this Takeover Notice) acceptors of the Offer will be bound to pay to NTHC an amount equivalent to such dividend or the value of such other

distribution or, at option of NTHC, the cash consideration which would otherwise have been paid to such acceptors shall be reduced by an amount equivalent to such dividend or the value of such other distribution.

If, after the date of this Takeover Notice, the shares are subdivided or consolidated, the Offer shall be deemed to have been made for the shares resulting from such division or consolidation and the price per share payable under clause 3.1 shall be reduced or increased, as the case may require, in proportion to such subdivision or consolidation. Acceptors will be bound to transfer to NTHC the subdivided or consolidated shares relating to each share for which the Offer is accepted without any additional consideration being payable for those shares by NTHC.

SETTLEMENT

The offer price of \$0.60 per share will be paid by or on behalf of NTHC by cheque. Cheques will be despatched by or on behalf of NTHC to Shotover Jet's shareholders who accept the Offer within 7 days after the Offer has become unconditional or within 7 days after the Closing Date, whichever is the later.

The settlement obligations of NTHC will be subject to delivery of the Form, duly signed by the shareholder, to c/- Computershare Registry Services Limited, Level 3, 227 Broadway, Newmarket, Auckland and NTHC's name being entered on Shotover Jet's share register as the holder of the relevant shares.

CONDITIONS OF OFFER

The Offer will be conditional on, and each acceptance of the Offer will constitute a contract between NTHC and the accepting shareholder subject to, prior fulfilment of the following conditions:

Acceptances being received under the Offer which in result NTHC having, on the date the Offer becomes unconditional, beneficial ownership of not less than 38,994,000 shares that equate to 90% of the total number of ordinary shares in Shotover Jet;

Except with the prior written consent of NTHC none of the ordinary shares in the capital of Shotover Jet being subdivided or consolidated, nor any further shares, options, debentures or other securities or loan capital of Shotover Jet being issued or made the subject of any option or agreement to issue and there being no alteration of rights, privileges or restrictions attaching to any ordinary shares in the capital of Shotover Jet;

Except with the prior written consent of NTHC no dividends, bonuses or other distributions (as that term is defined in the Companies Act 1993) (other than the interim dividend already announced as at the date of this notice) being declared, paid or made, upon or in respect of any of the capital of Shotover Jet.

NTHC may, in its absolute discretion, waive either or both of the conditions contained in clause 4.1.

At any time after the conditions in clause 4.1 have been satisfied, NTHC may declare the Offer, and any contract arising from it, to be unconditional. The latest date on which it may do so is 14 days after the Closing Date. If the Offer is not declared unconditional by NTHC on or before that date, then any contract arising out of acceptance of the Offer is to be at an end and NTHC and the shareholders will be released from every obligation incurred under the Offer.