

WATER SUPPLY AGREEMENT

between

Morven Glenavy Ikawai Irrigation
Company Limited

and

[Farmer]

DRAFT

Table of Contents

1.	Definitions and Interpretation.....	4
2.	Term.....	7
3.	Supply of Water.....	7
4.	Management of the supply of water.....	8
5.	Water Charges.....	9
6.	Farmer Obligations.....	10
7.	Health and Safety.....	13
8.	Company's Obligations.....	13
9.	Environmental Provisions.....	14
10.	Resource Consents and Approvals.....	14
11.	Metering.....	15
12.	Sale, Subdivision or Lease.....	15
13.	Transfer of Shares.....	17
14.	Company's Rights and Powers.....	17
15.	Easement.....	20
16.	Encumbrance.....	20
17.	Caveat.....	21
18.	Default.....	21
19.	Remedies.....	22
20.	Contract Review.....	22
21.	Limitation of Liability.....	23
22.	Power of Attorney.....	23
23.	Delegation.....	23
24.	Exclusion of Partnership and Agency.....	24
25.	Dispute Resolution.....	24
26.	Conflict.....	24
27.	Governing Law.....	25
28.	No waiver.....	25
29.	Assignment.....	25
30.	Force Majeure.....	25
31.	Notices.....	26
32.	Consumer Guarantees Act 1993.....	26
33.	Costs.....	26
34.	Further Assurances.....	26
35.	Entire Agreement.....	26
36.	Financiers.....	26

37. Independent Advice..... 27

38. Counterparts 27

39. Share Subscription 27

40. Limitation of Liability of Independent Trustee..... 27

41. Severance 27

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Water Supply Agreement

Date: 2016

Parties

1. Morven Glenavy Ikawai Irrigation Company Limited , at Waimate, ("the Company").
2. **[Full Name]** of **[Address]** ("the Farmer").

Background

- A The Farmer is the registered proprietor of the Land serviced by the Scheme owned and controlled by the Company.
- B The Farmer wishes to be supplied water to the Land by the Company from the Scheme. The Company has agreed to supply the Farmer with water on the terms and conditions set out below, subject always to the Consents and availability of water.

It Is Agreed

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context or subject matter otherwise requires:

"Agreement" means this agreement and includes any variations and amendments.

"Backflow Prevention Device" means the infrastructure installed to prevent water flowing back into the delivery pipes through which the Company may supply water to the Farmer.

"Company" means Morven Glenavy Ikawai Irrigation Company Limited and any subsidiaries.

"Consent" or "Consents" means the resource consent/consents held by the Company to take and use water and includes all other such consents deemed necessary by the Company from time to time and any associated or auxiliary consents and amendments or variations thereto.

"Consent Conditions" means any conditions attaching to the Consents.

"Easements" means any easement registered in favour of the Company over the Land or any separate easement agreement entered into by the parties.

"Easement Land" means the easement area on the land as defined in the Easement.

"Encumbrance" means any encumbrance registered against the Land in favour of the Company.

"Farm Turn-out" is the specific location where the on-farm irrigation races or Spray Turn-out connect with a Scheme Supply Race or Water Pipe (including a Spray Turn-out) and where the Farmer takes water from the Company as notified by the Company to the Farmer.

"Farmer Infrastructure" means that Farmer's on farm infrastructure connecting with the Scheme Infrastructure allowing the Farmer to take water and irrigate on his Land.

"FEP" means any Farm Environmental Plan, the Farm Management Plan or Farm Environmental Management Plan prepared with the Farmer in respect of its Land.

"Financiers" means any bank, financial institution or other third party providing secured financing to the Company from time to time and includes any security trustee acting on behalf of any such person or persons.

Force Majeure Event means any event or circumstance, or combination of events and circumstances:

- (a) that causes or results in preventing or delaying a party from performing any of its obligations under this Agreement; and
- (b) which is beyond the reasonable control of that party and could not, or the effects of that event or circumstance, or that combination of events or circumstances, could not have been prevented or delayed, overcome or remedied by the exercise by the party of a standard of care and diligence consistent with Best Practice;

which occurs after the date of this Agreement and, provided that the event or circumstance or combination of events or circumstances meets the foregoing criteria, including:

- (c) an act of god;
- (d) strike or lockout, act of public enemy, war (whether declared or undeclared), blockade, revolution, riot, insurrection, malicious damage, civil commotion;
- (e) lightning, landslide, cyclone, storm, flood, fire, earthquake, explosion, tidal wave, epidemic;
- (f) action, inaction, demand, restraint, restriction, requirement, prevention, frustration or hindrance by any Governmental Agency or other competent authority;
- (g) order of the Court;
- (h) embargo, unavailability or shortage of essential equipment, or other materials, goods, labour or services, lack of transportation or communication;
- (i) any breakage of equipment, machinery, lines or pipes, freezing, or delivery equipment, catering, washout subsidence or cave in; or
- (j) restraint on access to Land.

"HSWA" means the Health and Safety at Work Act 2016.

"Irrigable Area" means that part of the Land that is irrigated or capable of irrigation for which the Farmer holds Shares.

"Irrigation Scheme Management Plan" means any management plan implemented from time to time by the Company and including any amendments or variations;

"Irrigation Season" shall be the period from the 1st day of August in one year to the 31st day of May in the following year or such other period as the Company may from time to time determine.

"Land" means the Farmer's Land detailed in Schedule One.

"Land Use Consented Area" means the command area designated in the Company's land use Consent or Regional Plan.

"Main Race" means the main arterial water supply race that runs from the Stonewall intake and from the Bells Pond intake to the Plough. For the purpose of this Agreement the Main Race also includes the Lower Main Race(s) below the Plough.

"Return Interval" means the number of days between one supply of water and the next supply.

"RMA" means the Resource Management Act 1991.

"Run Off" means excess irrigation water containing animal effluent, waste products, fertiliser and other farm chemicals running off the Land back into the Scheme Supply Race or any other waterway.

"Scheme" means the properties serviced by the Scheme Infrastructure including properties within the irrigation scheme and such new properties or schemes as the Company may determine from time to time.

"Scheme Supply Race" means a race that delivers water to a Farm Turn-out.

"Scheme Infrastructure" means all infrastructure owned or operated by the Company, including without limitation the Scheme Supply Race(s), Water Pipes, Farm Turn-outs, headraces, bridges, siphons, dams, galleries, buffer/pressure break ponds, pumps, water meters, control valves, control gates cabinets, and fish screens, underground electricity cables, monitoring equipment, measuring devices, meters or other infrastructure necessary to take and convey water through the Scheme, supply water to farmers and manage the Scheme.

"Share(s)" means a share in the Company.

"Spray Turn-out" means the specific location where the on-farm spray intake connects with a Scheme Supply Race or Water Pipe and where the Farmer takes water from the Company as notified by the Company to the Farmer.

"Statutory Requirements" means all requirements to be met by the Company in relation to Consents and licences or under any other regulations, by-laws, directions or plans introduced by any local authority, regional council, Government department or other statutory body.

"Water Charges" means the charges charged by the Company to the Farmer pursuant to clause 4.

"Water Pipes" means irrigation pipes owned by the Company conveying water to farmers now or in the future.

"Working Day" means 9.00am to 5.00pm Monday to Friday excluding New Zealand national holidays and regional holidays in Canterbury.

1.2 Interpretation

In this Agreement, unless the context or subject matter otherwise requires:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes a corporation, trust, association, partnership, government authority or other legal entity and, where necessary, includes a successor body;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (f) reference to law includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, directive, by-law and the rules of any stock exchange, treaty or other legislative measure;
- (g) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (h) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (i) referring to anything after the word "including" does not limit what else might be included;
- (j) where a word or expression is defined in this Agreement other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (k) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Term

- 2.1 This Agreement shall continue until such time as it is terminated in accordance with the provisions of this Agreement.

3. Supply of Water

- 3.1 Subject to the terms of this Agreement, the Company will supply water to the Farmer in each Irrigation Season in consideration of the payment of the Water Charges.
- 3.2 The Farmer shall be entitled to take an allocation of water and to irrigate (whether border dyke or spray) on the basis of one hectare per Share held at the rate/volume set out in Schedule One.
- 3.3 A Farmer shall (with the Company's prior written approval and at its sole discretion and following payment of the appropriate water charge) be entitled to irrigate more than one hectare per Share on its land by irrigating at a lower application rate. By

way of example, if a Farmer with 10 shares is entitled to irrigate 10 hectares at 0.6 litres of water per second it may instead irrigate 12 hectares at 0.5 litres of water per second.

- 3.4 The water shall be supplied to the Farmer from the Farm Turn-out in accordance with the Company's operational protocols (as determined by the Company and advised to the Farmer from time to time).
- 3.5 The Farmer's entitlement to water (i.e. quantity and Return Interval) shall be determined by the Company, in its sole discretion, at the commencement of the Irrigation Season taking into account the quantity of Shares held by the Farmer at the time, and the quantity of water available.
- 3.6 The Farmer shall only take water for the purposes of efficient irrigation and for livestock and shall not be entitled to take water for any other purposes (e.g. storage) without the prior written consent of the Company.
- 3.7 The Farmer acknowledges that in accordance with the Consent Conditions and for the regional plan the Company has a nitrogen entitlement which covers nitrogen discharge within the Land Use Consented Area. The Farmer acknowledges that any nitrogen losses outside the Land Use Consented Area will not be covered by the Consents and the Farmer will need to obtain and manage compliance with their own consent.
- 3.8 If at any time the Company holds surplus water to its supply obligations the Farmer may contract on a day to day, temporary or more permanent basis with the Company for an additional supply of water in such quantities and for such hours as the Company may determine in its sole discretion.
- 3.9 The Company shall supply water whether for borderdyke or spray through a Farm Turn-out in such position as the Company determines and through a control device to be maintained by the Company. The Farmer shall not alter or interfere with the control device or allow any person to do so. The Farmer shall not take or attempt to take or allow any person under its control to take or attempt to take any water from the Scheme otherwise than through a control device. In respect of spray irrigation taken from the Scheme Supply Race the intake structure (including intake pipe and screen), shall be supplied and maintained by the Farmer.
- 3.10 Farmers wishing to convert from border dyke to spray irrigation must make an application in writing, in accordance with Company guidelines, to the Company which may or may not be approved in the sole discretion of the Company. Any approved increase in the use of continuous spray irrigation by the Farmer and consequent reduction in border dyke days shall form part of this Agreement and Schedule One shall be deemed to have been amended accordingly

4. **Management of the supply of water**

- 4.1 The Farmer acknowledges and accepts in respect of the supply of water by the Company that:

- (a) it is the obligation of the Farmer to determine from the Company the volume of water available, whether any restrictions apply and if any excess water is available;
 - (b) the water will not be potable but can be used for stock water at the Company's discretion and irrigation within the Scheme. Storage of stockwater will be the Farmer's responsibility;
 - (c) requests for the delivery of water by the Company shall be undertaken in accordance with such procedures as the Company may establish and maintain from time to time.
- 4.2 If the availability of water to the Company for supply to Farmers is diminished or must be suspended in any way then the Company shall make water available to the Farmers only insofar as it is practicable for it to do so and in an equitable manner between all Farmers. If the Company has to reduce the supply then it shall be entitled to do so in such manner and in such shares and proportions as in its sole discretion the Company may determine.
- 4.3 In the event of water restrictions being applied, stock water (where applicable) takes priority if possible.
- 5. Water Charges**
- 5.1 The Farmer shall pay to the Company Water Charges on a per Share basis at an amount to be determined by the Company in its sole discretion to recover all capital, operating and specific farmer expenses. The Company may determine a different rate between shareholders, taking into account such factors as it deems appropriate, including volume of water, efficiency, reliability, pressure, cost of delivery and location.
- 5.2 The Water Charges shall be payable at such time and in such manner as the Company may from time to time determine.
- 5.3 Capital expenses incurred by the Company include, without limitation:
- (a) construction and consent costs in respect of the Scheme Infrastructure; and
 - (b) interest and capital payments on any bank loan, other loan or financing taken out by the Company to fund capital projects (i.e. Scheme Infrastructure).
- 5.4 Operating expenses incurred by the Company including, without limitation, all costs in relation to:
- (a) maintenance and repairs of the Scheme Infrastructure;
 - (b) electricity and other utility costs;
 - (c) any royalty or tax introduced and levied on water to be taken as part of the Scheme;
 - (d) costs of running and administering the Company;
 - (e) Consent costs;
 - (f) monitoring and compliance costs;

- (g) costs incurred by directors and directors' fees;
 - (h) costs payable to professionals and service providers to the Company; and
 - (i) any rental, premises costs (including utilities), if applicable.
- 5.5 Specific expenses incurred by the Company which are particular to a specific Farmer in respect of the supply of water (which are not appropriate for the Company to pay) including, without limitation, all costs in relation to:
- (a) specific construction and Consent costs in respect of the Scheme Infrastructure required to ensure and maintain access to water by the Farmer;
 - (b) maintenance and repairs of Scheme Infrastructure;
 - (c) delivery or operating costs (e.g. electricity);
 - (d) water charges for spreading rights under clause 3.3; and
 - (e) costs incurred as a result of the Farmer breaching this Agreement and/or the Consent Conditions in relation to its water take and use including enforcement costs.
- 5.6 The Water Charges as determined by this clause 5 shall be payable by the Farmer to the Company whether or not the Farmer takes the water during the Irrigation Season and notwithstanding that the supply of water to the Land may be cut off or suspended pursuant to the provisions of this Agreement or for any other reason outside of the Company's control.
- 5.7 In the event of non-payment of any Water Charges due under this Agreement, then without prejudice to the Company's other rights and remedies, penalty interest at a rate of 2% per month shall accrue from the date of non-payment to the date the payment is actually made. The Farmer shall also be responsible for the Company's recovery costs, including without limitation, legal costs on a client/solicitor basis.

6. **Farmer Obligations**

- 6.1 The Farmer shall:
- (a) ensure that all irrigation on the Land is carried out in accordance with best practice, any Irrigation Scheme Management Plan, FEP, environmental requirements, Consents, industry quality assurance programmes, codes of practices, Statutory Requirements, and Company policies;
 - (b) at all times hold the number and classes of Shares as set out in Schedule 1 (being one share per hectare). Such Shares must be held at all times while this Agreement remains in force;
 - (c) only lightly graze land around the Main Race or any Scheme Supply race that discharges into a river or stream. This land must not be used as a standoff area;
 - (d) not operate any plant, equipment on the Land in a manner that could affect the supply of water by the Company, or damage or be detrimental to any part of the Scheme Infrastructure;

- (e) be responsible for any costs incurred by the Company for the repair of any damage to the Scheme Infrastructure to the extent that such damage was caused by the Farmer (or its directors, employees, contractors, servants, agents or invitees) through any act or omission, including, without limitation, damage caused by stock, machinery, vehicles, posts or otherwise;
- (f) be responsible for the cost of installing and maintaining all of the Farmer's irrigation equipment as may be required by the Farmer to take and distribute water beyond the Farm Turn-out. The Farmer will not commence the Farmer's Works without the prior written consent of the Company;
- (g) where water is made available to the Farmer away from the Land boundary, be responsible at the Farmer's cost for arranging all pipes, connections, equipment, easements or other rights necessary for securing the delivery of water;
- (h) in distributing water on the Land utilise a system and equipment, and apply to use methodologies prescribed by the Company from time to time;
- (i) not plant or allow trees on the Easement Land (or such additional set back where required for pumps, valve and other Scheme Infrastructure) without the prior written approval of the Company and then only upon and subject to the terms and conditions stipulated by the Company;
- (j) promptly remove (at its own expense) all trees presently growing beside or on top of the Scheme Infrastructure, Scheme Supply Race or on the Easement Land which may be identified by the Company as limiting or having the potential to limit the efficient maintenance, flow and operation of the Scheme Supply Race or Scheme Infrastructure;
- (k) trim and promptly remove all trimmings from all other trees presently growing on any Easement Land and overhanging or within the prescribed set back from a Scheme Supply Race;
- (l) not obstruct, interfere with the Company's operations or the Scheme Infrastructure or attempt to alter any Scheme Infrastructure without the prior written consent of the Company and then only upon and subject to the terms and conditions stipulated by the Company;
- (m) not permit any improvement or structure to be erected or altered on the Easement Land without the prior written approval of the Company and then only upon and subject to the terms and conditions stipulated by the Company;
- (n) not light any fires or burn off vegetation on or within ten metres of any Easement Land containing a Scheme Supply Race;
- (o) repair and maintain any flood channels and open water courses both on the Easement Land and any other part of the Land and all fences along the same to the satisfaction of the Company;
- (p) maintain any drainage works on the Land carrying surplus irrigation or flood water to such a standard as will permit the proper functioning of the Scheme Infrastructure;

- (q) not permit the discharge of Run Off, chemicals, effluent, debris, dead stock or other toxic matter in or around any Scheme Infrastructure, into any Scheme Supply Race, or any river, contributory, waterway or flood channel;
- (r) where the Easement Land contains a Scheme Supply Race not cultivate the Easement Land;
- (s) not excavate the Easement Land without the written consent of the Company;
- (t) remove all debris from any Easement Land containing a Scheme Supply Race;
- (u) not undertake any act or omission which may in the reasonable opinion of the Company have a negative effect on the Scheme, the Scheme Infrastructure or its use;
- (v) ensure that electric fences erected across the Easement Land have insulated break couplings suitably located to facilitate vehicle access;
- (w) allow the Company ready access at all times to the Easement Land and Scheme Infrastructure for operation, inspection, repair and maintenance;
- (x) provide the Company its copies of keys to any locks fitted to any gates on the Land required by the Company to exercise its rights in accordance with this Agreement;
- (y) allow the Company to remove silt and other material from the Scheme Supply Races or Water Pipes and spread such silt and other material out on the Easement Land (or such other areas of the Land as agreed between the parties) to dry, grade and ultimately re-grass;
- (z) ensure that its irrigators only irrigate on the Irrigable Area and (for the avoidance of doubt) do not at any time spray water onto a public road or other public way;
- (aa) ensure that any Lessee, other occupier, contractor or invitee on the Land complies in all respects with the terms of this Agreement;
- (bb) observe and comply with the Company's constitution, Consents and all relevant statutes and bylaws and farming and irrigation practices, procedures and operational protocols as determined from time to time by the Company;
- (cc) comply with the Irrigation Scheme Management Plan (which includes, without limitation, the requirement for the Farmer to comply with an FEP in accordance with the template and policies approved by the Company);
- (dd) assist with any preparation, implementation, alteration or addition to the FEP as required by the Company.
- (ee) at the Company's request allow the Company or the Company's contractors or employees to attend to any of the repairs and/or work set out in this clause 6.1 with the cost of such work being recovered from the Farmer through the Water Charges set out in clause 5.

7. Health and Safety

7.1 The Farmer agrees:

- (a) to consult, cooperate and coordinate activities with the Company so far as is reasonably practicable;
- (b) to ensure its directors, contractors, servants, employees, agents and invitees comply with all reasonable health and safety directions given by the Company;
- (c) to comply with all obligations imposed on the Farmer and its workers (as defined in the HSWA) under the HSWA and all regulations made under that Act and at law as owner of the Land in relation to the health and safety of persons on or in the vicinity of the Land;
- (d) to produce a health and safety management plan for the Land when required by the Company;
- (e) to provide a register of all known hazards in respect of the Land when required by the Company and immediately advise the Company should they become aware of any new hazards;
- (f) allow the Company from time to time, if it considers there is an emergency involving health and safety, to temporarily exclude entry by all persons to the Easement Land.

8. Company's Obligations

8.1 The Company shall:

- (a) take all reasonable steps to maintain the Consents;
- (b) comply with the provisions of the Companies Act 1993, the Financial Reporting Act 2013 and any regional plan and, without limiting the generality of the foregoing, provide the Farmer with annual reports and annual accounts detailing income received in the form of Water Charges and expenses incurred;
- (c) operate the Scheme in a professional manner and to the appropriate industry standards which will be updated from time to time;
- (d) comply with its obligations and ensure that the Company's workers (as defined in the HSWA) comply with their obligations under the HSWA and all regulations made under that Act and take reasonable steps to mitigate damage and cause as little interruption as possible to the Land and the carrying on by the Farmer of its farming operations;
- (e) attend to such reasonable maintenance and repairs as required to maintain the Scheme Infrastructure as further described in clause 14.1 below;
- (f) when necessary, and at its own expense, remove silt and other deleterious material from any Scheme Supply Race; and
- (g) promptly pay and discharge all amounts due by it or obligations imposed on it by the Canterbury Regional Council in respect of the Consents held in relation to the taking and using of the water or the operation of the Scheme;

- (h) at all times seek to act in an equitable manner as between all farmers entitled to water so farmers receive a fair proportion of water, based on the volume to which they are entitled during each year;
- (i) from time to time provide the Farmer with a policy relating to the delivery of water taking into account the following factors:
 - (i) the restrictions that may be placed on the supply of water due to insufficient water being available for take from the Waitaki River under the Consents and licences;
 - (ii) the requirements under the FEP and Irrigation Scheme Management Plan for restricting the supply of water;
 - (iii) any Statutory Requirements restricting the supply of water.
- (j) the right to manage the supply of water so it is supplied at varying intervals and for varying periods during the year to meet the requirements of farmers.

9. Environmental Provisions

- 9.1 The Farmer acknowledges that the Company must comply with the RMA, the relevant District and Regional Plans, the Irrigation Scheme Management Plan and its Consent/s and, to ensure compliance with the same, the Company shall from time to time prescribe certain farming and irrigation practices, policies, protocols and rules in writing to the Farmers and the Farmer agrees to comply with and be bound by such farming and irrigation practices, which will if necessary be incorporated into an FEP that the Farmer shall adhere to at all times.
- 9.2 Notwithstanding anything to the contrary contained or implied in this Agreement, the Farmer acknowledges that the supply of water under this Agreement is expressly subject to and conditional upon the availability of water, restrictions and limitations placed on the Company by its Consents, the requirements of the relevant consent authorities and any Statutory Requirements.
- 9.3 The Farmer shall comply with the terms, conditions, restrictions and limitations placed on the Company by the Consent Conditions. The Farmer acknowledges that it will further support any application for and comply with any amendment, variation or renewal of the Consent or Consent Conditions that may occur from time to time.
- 9.4 The Farmer acknowledges that the Company may from time to time impose restrictions on the Farmer to comply with the restrictions, policies, rules or directions imposed on the Company by the Canterbury Regional Council or such other statutory body and agrees and undertakes to comply with such restrictions, rules or directions and to reduce its water take and use immediately following notification.

10. Resource Consents and Approvals

- 10.1 The Farmer will not, either directly or indirectly:
- (a) object to the application for or the granting of any resource consent or building consent sought by the Company for any of the Company's operations as set out in clause 14;
 - (b) object to, advocate against, oppose or impede any action taken by the Company under the RMA to give effect to any of the matters referred to in this

Agreement or for the purposes of undertaking any of the Company's operations as set out in clause 14;

- (c) fund, facilitate, assist or promote any other person to take any action that would be in breach of this Agreement if done by the Farmer.
- 10.2 If requested by the Company the Farmer will promptly give, sign and deliver all written approvals or consents (including in relation to any building consent or any consent to a resource consent application under section 94 of the RMA or otherwise for any activity to be undertaken by the company pursuant to this Agreement (or the Easement) to the Company or directly to the Canterbury Regional Council and/or the or Waimate District Council. For the avoidance of doubt the Farmer acknowledges that the Company has an irrevocable power of attorney to execute such approval or consent on the Farmer's behalf if necessary in accordance with clause 22.
- 10.3 If the Company is required by any resource consent to undertake particular mitigation measures on the Land, including any planting or earthworks, the Farmer will allow the Company to undertake such mitigation measures.

11. **Metering**

- 11.1 The Farmer must install water meters at all Spray Turn-outs to meter the water take and use to ensure compliance by the Company with the Consent Conditions and compliance by the Farmer with the terms of this Agreement. Repair, replacement and maintenance, including the 5-year compliance maintenance of any water meter will be the responsibility of the Farmer.
- 11.2 The Farmer shall under no circumstance tamper or interfere with any water metering device and shall take reasonable steps at the direction of the Company to prevent interference and tampering by outsiders, trespassers or any other third party.
- 11.3 The Company shall have the right at any time and from time to time, without being deemed to commit a trespass, to enter onto the Land to install, operate, inspect, maintain, read or repair any water metering device (including all telemetry equipment) on the Land.
- 11.4 The costs associated with any telemetry equipment will be the responsibility of the Company.
- 11.5 The information collected from the metering equipment by the Company shall be taken to be correct unless there is a manifest error in that information.

12. **Sale, Subdivision or Lease**

- 12.1 If the Farmer wishes to sell or subdivide the Irrigable Area then:
- (a) the Company shall be under no obligation to pay for any costs relating to on-farm or other works required to be made to ensure the continuity of water supply via construction of Scheme Infrastructure following a change in the ownership of the Irrigable Area or any part thereof;
 - (b) the rights and obligations under this Agreement shall be fairly apportioned by the Company so that each owner of the Irrigable Area shall have the benefit and bear the obligations of this Agreement;

- (c) appropriate provisions shall be made for the granting of all requisite water easements (if any) and other rights;
- (d) the Farmer shall ensure that if its Shares (or the appropriate parcel(s) of Shares in the event of a subdivision) are to be transferred to the intending purchaser of the Land ("Purchaser") (or the relevant part of the Land in the event of a subdivision):
 - (i) the Company is given ten working days' notice ("Notice") (unless otherwise agreed in writing between the parties) prior to the settlement date of such transfer of Shares, providing the following details:
 - (1) the number of Shares to be transferred;
 - (2) the Purchaser(s) name and contact details;
 - (3) details sufficient to identify the relevant Land in the event of a subdivision;
 - (4) the settlement date of the sale of the Land (or part thereof) and transfer of Shares.
 - (ii) the Purchaser(s) enters into the Company's then current water supply agreement and completes any audit requirements as required by the current Consent Conditions or the Canterbury Regional Council on or before the settlement date of such transfer of Shares (unless otherwise agreed in writing by the Company);
 - (iii) a share transfer is executed by the Purchaser(s) in the proper form for registration by the Company;
 - (iv) the Purchaser(s) pays and discharges all the Company's costs and charges related to the granting of the Company's consent to the transfer of the Shares and all legal costs and disbursements, including the cost of a new FEP, relating to the Purchaser(s) entering into the Company's then current water supply agreement; and
 - (v) the Purchaser(s) (unless paid by the Farmer) pays all of the costs of completing any audit requirements as required by the current Consent Conditions or the Canterbury Regional Council on or before the settlement date of such transfer of Shares.
- (e) for the avoidance of doubt, the Purchaser's entry into a new water supply agreement and compliance with any audit requirements as required by the current Consent Conditions or the Canterbury Regional Council as at the time of the transfer of the Shares shall be a condition precedent to the supply of water and to the approval of the transfer of Shares to the Purchaser(s) by the Company.
- (f) The Farmer shall remain liable for all Water Charges and costs under this agreement until such time as the Shares have been transferred to Purchaser and the Purchaser has entered into the new water supply agreement in accordance with this clause 12.1.

12.2 If the Farmer shall lease or part with possession of the Irrigable Area or any part thereof other than by sale then the Farmer shall ensure that the lessee or occupier of the Irrigable Area or any part thereof shall comply in all respects with the terms of this

Agreement and to the extent permissible by law shall indemnify and hold the Company harmless from any breach of this Agreement by the lessee or occupier.

- 12.3 The Company may withhold the supply of water if the Farmer sells the Shares or Land otherwise than in accordance with the provisions of this Agreement.
- 12.4 The Company may withhold the supply of water until the Purchaser holds the Shares and has entered into the current water supply agreement.
- 12.5 If the continuity of the supply of water becomes uneconomic the Company may refuse to consent to the transfer of any rights to shares and water.

13. **Transfer of Shares**

- 13.1 The Shares shall only be transferrable:
 - (a) to any person who purchases the Land and Shares and enters into the current Water Supply Agreement; or
 - (b) to other land owned or farmed by the Farmer with the prior written consent of the Company, which consent may be withheld without giving any reason or be given on such conditions as the Company determines, provided that the land to which the water is to be delivered is within the Scheme; or
 - (c) to a person or entity that owns or farms land in the Scheme subject to the prior written consent of the Company which consent may be withheld without giving any reason or may be given on such conditions as the Company determines.

14. **Company's Rights and Powers**

- 14.1 The parties acknowledge that in the event the Company requires access to the Land to undertake installation, excavation, works, operation, inspection, investigation, maintenance or repair of Scheme Infrastructure, the Company shall have the following rights, powers and easements at any time and from time to time without being deemed to commit a trespass (and on reasonable notice in accordance with clause 14.2 and without payment for damages to enter upon, along and through the Land or any other land connected or associated with the Farmer (for all reasonable purposes including, without limitation the passage of persons, vehicles, plant, machinery, equipment, fuel, works, topsoil and material) to:
 - (a) survey, excavate and undertake such works to install new Scheme Infrastructure and other works (including, without limitation, investigations for bores/test pits) which the Company deems necessary for the supply of water to the Land and other properties which are part of or are in the process of joining the Scheme;
 - (b) remove any trees (including shelter belts) or other vegetation which are or are likely in the opinion of the Company:
 - (i) necessary to undertake the installation of the new Scheme Infrastructure and other works;
 - (ii) interfering with the operation of the Scheme Infrastructure; or
 - (iii) a danger or a hazard to the safety or operation of the Scheme;

- (c) upgrade, modify, maintain, inspect, view, operate, clean, repair, renew, replace or reconstruct the Scheme Infrastructure and all other works which the Company deems necessary for the supply of water to the Land and other properties within the Scheme;
- (d) gauge, inspect, investigate or otherwise determine the quantity of water used by the Farmer or other occupier and to view the condition of such Scheme Infrastructure and works on the Land;
- (e) convey water and all rights incidental and ancillary to the rights in this clause 14.1 as shall be necessary for the purposes of operating and maintaining the Scheme Infrastructure;
- (f) carry out any maintenance, testing or other work required in order to comply with the Company's duties under the HSWA (including but not limited to erecting and maintaining signs and notices on the Land);
- (g) take such measures as the Company reasonably thinks necessary for the safety of persons and property;
- (h) have access to the Land for the purposes of having access to any nearby land (including land not owned by the Farmer); and
- (i) ascertain the cause of an interference to the supply of water;
- (j) disconnect or reconnect the supply of water;
- (k) all other rights and powers which the Company has determined are reasonably necessary for the proper and efficient operation and management of the Scheme Infrastructure and other works.

14.2 In exercising its rights under this clause 14 the Farmer acknowledges that the Company may:

- (a) temporarily occupy a designated works area and restrict (including, without limitation, by way of temporary fencing) the Farmer's access to such a work area in the event the Farmer's entry to such work area is not safe or would impede the operation of the works. In addition, while the Company is undertaking the works, the Farmer must only access the work area under the supervision of the Company and strictly in accordance with all directions given by the Company for the purposes of health and safety, to minimise disruptions or to otherwise ensure compliance with the required consents and any applicable law;
- (b) upgrade, alter, relocate or remove any improvement to the Land (including, without limitation, any farm road, track, carpark, access way, culvert, ford, bridge, irrigation works, water race, fence, gate or conveyance owned by the Farmer on the Land);
- (c) construct, upgrade, alter, relocate or remove any temporary structure, (including without limitation, any building or other structure, road, carpark, track, access way, culvert, ford, bridge, irrigation work, water race, fence, gate or conveyance owned or constructed by the Company on the Land);

- (d) in consultation with the Farmer, move or reconstruct (either above ground or underground) any cable, line or pipe located in, on, over or under the Land and, where the Farmer is not the sole owner of the cable, line or pipe, the Farmer will, where it has the capacity and capability to do so (at the Company's cost), grant to the owner of the cable, line or pipe any easement reasonably required by that owner for the relocated or reconstructed cable line or pipe.
- 14.3 The parties acknowledge that the Company shall use reasonable endeavours where possible to consult with the Farmer in relation to the exercise of its rights under this clause 14 above, giving reasonable notice (being not less than five working days) of its intention to exercise its rights and the purpose for which the right will be exercised. In the event it is not possible or practical (determined in the Company's sole discretion) for the Company to give the Farmer reasonable notice of its intention to exercise its rights under clause 14 the Company may access the Land without any prior notice to the Farmer.
- 14.4 The Company shall at all times when entering the Land in accordance with this clause 14 give due consideration to the Farmer's farming operation with a view to minimising disruption to that operation and shall further comply with its obligations (and ensure that the Company's workers (as defined in the HSWA) comply with their obligations) under the HSWA and Best Practice.
- 14.5 When maintenance or repairs are required during an Irrigation Season, the Company reserves the right to suspend the supply of water to carry out such activities. The Company will use reasonable endeavours to:
- (a) promptly notify the Farmer of any suspension prior to such suspension taking effect; and
 - (b) limit the period of suspension to as short a period as possible;
 - (c) for the avoidance of doubt, (any suspension pursuant to this clause 14.5 shall in no way limit the Farmer's obligations under this Agreement including, without limitation, the requirement to pay Water Charges).
- 14.6 In the event new Scheme Infrastructure is required on the Land the Company will provide the Farmer with written notice of its intention to locate and install the new Scheme Infrastructure on the Land prior to the Company exercising its rights under clause 14.1 and the Farmer granting the Company a formal registered Easement in accordance with clause 15 below.
- 14.7 On completion of any new works carried out under this clause 14, the Company shall undertake to repair and level (to a reasonable contour as agreed with the Farmer) the Land. The Company may (to be determined in its sole discretion) provide a contribution to the Farmer for the cost of re-sowing the Land.
- 14.714.8 The Company's rights under this clause 14 in respect of new Scheme Infrastructure, as opposed to the repair, maintenance or replacement of existing infrastructure, shall not extend to open supply races or canals without the agreement of the Farmer including, in particular, in relation to access, construction, compensation and timing of works. In the event agreement cannot be reached within 2 months of the Company giving written notice to the Farmer of its

requirements for such new Scheme infrastructure , then either party shall refer the matter to dispute resolution under clause 25.

15. Easement

- 15.1 The Farmer agrees to grant such Easements in gross over the Land as the Company may reasonably require in relation to the Scheme Infrastructure including any repairs, extensions or renewals as required from time to time.
- 15.2 The Company will prepare at its cost any easements and survey plans necessary for those Easements.
- 15.3 The Farmer agrees to execute all documents and do all things required to procure registration of the Easement (including, without limitation, signing an authority and instruction form authorising its solicitor to sign and certify the Easement within the LandOnline System) within ten working days' (unless otherwise agreed in writing between the parties) of receiving the Company's requirements.
- 15.4 In addition and where required, the Farmer will notify its insurers and obtain the written consent of any third party (e.g. any mortgagee) whose interest in the Land is registered against the Computer Freehold Register(s) to the Land and whose consent is required for the registration of the Easement.
- 15.5 The Company will bear any costs incurred by the Farmer in relation to the registration of the Easement.
- 15.6 If the Farmer fails to sign any Easement or documents reasonably required by the Company pursuant to the terms of this Agreement then after giving 10 Working Days' notice of its intention to do so any Director of the Company may sign the Easements or documents on behalf of the Farmer and the Farmer hereby irrevocably appoints each Director of the Company as the Attorney of the Farmer for those purposes.
- 15.7 Until the Easement has been registered, the Farmer will be bound by the terms, covenants and provisions contained in the Easement as if the Easement had been registered at the date of this Agreement (or in accordance with clause 39).
- 15.8 The Company may amend Easements as required as a result of changes to Scheme Infrastructure as may be necessary from time to time and to correct any historical errors to the Easements.

16. Encumbrance

- 16.1 At the Company's request, an Encumbrance (which is not required by the Company) shall be released with both parties doing all things and signing all documents necessary for the release.
- 16.2 Where the Farmer does not have an Encumbrance registered over his or her Land (and the Company requires one) the Company may require an Encumbrance to be registered and the Farmer shall consent to the registration of the Company's then current Encumbrance over the Land. The provisions of clause 15 above in respect of easements shall apply with the reference to "easements" read to refer to "encumbrance" with such changes as the context requires.

17. Caveat

- 17.1 The parties acknowledge and agree that this Agreement is not separately registrable and as such the Company is entitled to lodge a caveat against any Computer Register(s) for the Land to protect its interest under this Agreement. The Company will withdraw any caveat upon registration of the Easement or Encumbrance (as the case maybe). The Company will not unreasonably withhold or delay its consent to any dealing with the Land where such dealing does not adversely affect the Company's rights under this Agreement.

18. Default

- 18.1 The Farmer will be in default of this Agreement if one or more of the following events occur:

- (a) the Farmer breaches, or does or omits to do anything which causes the Company to breach, any of the Consents or the Consent Conditions;
- (b) the Farmer commits any other breach of this Agreement (including, without limitation, failing to make any payment due to the Company under this Agreement) and fails to remedy that breach within five working days (or other period as may be reasonable in the circumstances) after receipt of notice requiring the breach to be remedied;
- (c) the Farmer ceases to be a Shareholder of the Company and ceases in the opinion of the Directors of the Company to be associated or connected with the Shares other than in accordance with the term of this Agreement. The Farmer shall remain liable for payment of all monies owing and for any breach of this Agreement up to the date of termination of this Agreement and for the payment of all Water Charges until such liability is taken over by another party in accordance clause 12.1;
- (d) the Farmer fails to contest within ten working days of service any petition for bankruptcy or winding up;
- (e) any execution, levy or distress is levied against the Farmer or the assets of the Farmer's business;
- (f) the Farmer purports to assign or charge its rights or interest under this Agreement without complying with the provisions of this Agreement;
- (g) the Farmer makes any composition with or enters into any arrangement with its creditors;
- (h) the Farmer is in default under any Easement.

18.2

- (a) the Farmer must inform the Company if any receiver, manager or other custodian is appointed (either temporary or permanent) with respect to the Farmer or in respect of all or any part of the Farmer's business.
- (b) If the Farmer fails to inform the Company within a reasonable timeframe of an event as described in 18.2(a) then the Farmer will be in default of this Agreement.

19. Remedies

- 19.1 If the Farmer commits an event of default in accordance with clause 18 above then the Company may (without limitation to the Company's rights at law):
- (a) without payment of any compensation to the Farmer or any other person immediately reduce or cut off the supply of water to the Land. The Farmer gives the Company authority to enter on to the Land and disconnect the supply of water to the Land in such manner as the Company thinks fit, and to secure or lock off the Farm Turn-out, gate, screen, Water Pipe and/or control device (if applicable) and thereafter no person shall be entitled to be supplied with any further water to the Land from the Company until such time as the breach has been made good to the satisfaction of the Company;
 - (b) require the Farmer to pay the costs of any action (on a solicitor/client basis) required by the Company as a result of the failure to fully implement any farming and/or irrigation practices prescribed by the Company;
 - (c) require the Farmer to pay the costs of any FEP audit which is required in accordance with the Consent Conditions or by the Canterbury Regional Council as a result of the failure to fully implement the FEP or any other non-compliance with the Consent Conditions or District or Regional Plan;
 - (d) cancel the Agreement by giving ten working days' written notice to the Farmer.
- 19.2 Where a Farmer breaches any restriction on water use provided in a Resource Consent or Statutory Requirement the Company may cease to supply or restrict the volume of water delivered to the Farmer until the restriction is complied with.
- 19.3 If the Farmer fails to carry out any work or make good any damage in accordance with any notice given by or on behalf of the Company within a reasonable time after receipt of such notice then the Company shall be entitled to enter upon the Land and carry out all or any of the required work or repairs as the Company shall think fit and shall be entitled to recover the costs thereof from the Farmer together with interest thereon at the rate normally charged by the Company's then current bank on commercial overdrafts. Where the Company in its sole discretion considers urgent action is required, it shall not be obliged to give the Farmer any notice before it carries out the required work or repairs.

20. Contract Review

- 20.1 The Company may at any time review and amend the terms and conditions of this Agreement including:
- (a) to take account of changes and ensure compliance with relevant laws, district or regional plans or the Consents;
 - (b) to take account of farming and irrigation practice (to be determined by the Company in its sole discretion);
 - (c) to make such changes or fix any errors (for example, to correct the Land details as set out in Schedule One) as may be necessary from time to time;
 - (d) to take account of any requirements of the Financiers in connection with the financing of the scheme;

- (e) to take into account any changes to Schedule One including, but not limited to, changes to the number of shares, the irrigable area, type of irrigation, the water allocation rates and the special conditions

20.2 The Farmer shall become bound by an amendment under clause 20.1 on receiving written notice of the change or alternatively at the discretion of the Company shall be required to enter into a new Agreement.

21. **Limitation of Liability**

21.1 If the supply of water provided for under this Agreement is reduced, stopped or unable to be delivered for any reason whatsoever, including, without limiting the generality of the foregoing, water shortage, regulatory reasons or any other reason outside the control of the Company, or due to a failure by the Farmer or other farmers to comply with the Consent Conditions, then such reduction, stoppage or failure to supply shall in no way give the Farmer any right to any claim, compensation or other remedy against the Company.

21.2 The Company shall be under no liability to the Farmer (whether in contract, tort or otherwise) for any loss (including but not limited to loss of profits and consequential loss) of any kind whatsoever arising out of the supply of or failure to supply the water under this Agreement.

21.3 If, notwithstanding clauses 21.1 and 21.2, the Company is found to be liable to the Farmer in any circumstances then the maximum amount the Company will be liable for to the Farmer under this Agreement or in any way whatsoever, is an amount equal to the lesser of:

- (a) last season's Water Charges; or
- (b) the actual loss or damage suffered.

21.4 To the extent permissible by law, the Farmer shall keep the Company indemnified against all costs, claims, demands, expenses, losses and liabilities of whatsoever nature, including, without limiting the generality of the foregoing, claims for consequential loss (including loss of profits/production) which may be made against the Company and which the Company may sustain, pay or incur as a result of or in connection with a breach by the Farmer (or the Farmer's directors, employees, contractors, servants, agents or invitees) of its obligations under this Agreement.

22. **Power of Attorney**

22.1 The Farmer hereby irrevocably appoints the directors for the time being of the Company severally to be the Attorney of the Farmer to do and execute anything which the Farmer covenants or agrees to do or execute under this Agreement and has failed to do or execute after ten working days' notice from the Company.

23. **Delegation**

23.1 The Company may at any time and from time to time validly delegate any of its powers, rights and discretions hereunder to any person or persons (employees, contractors, servants, agents or otherwise) and the exercise of any such power, rights, or discretion by any such person or persons shall be deemed to be a valid exercise thereof by the Company.

24. **Exclusion of Partnership and Agency**

- 24.1 Nothing in this Agreement shall create, or constitute or be deemed to create or constitute a partnership between the parties or any of them and the Company nor to constitute or create or be deemed to create or constitute a party as an agent of any other party for any purpose whatsoever.
- 24.2 Save as provided for in this Agreement, no party shall have any authority or power whatsoever to bind or commit, act, represent or hold itself out as having authority to act as an agent of, or in any way bind or commit the other.

25. **Dispute Resolution**

- 25.1 Without limiting clause 19, if either party has any dispute with the other in connection with this Agreement:
- (a) that party will promptly give full written particulars of the dispute to the other party;
 - (b) the parties will promptly meet together and in good faith try and resolve the dispute.
- 25.2 If the dispute is not resolved within ten working days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to mediation.
- 25.3 A party must use the mediation procedure to resolve a dispute before commencing any other dispute resolution proceedings. The mediation will be conducted by a LEADR New Zealand Incorporated panel mediator chosen by the parties or, if they cannot agree, by the President of the New Zealand Law Society or the President's nominee.
- 25.4 If the dispute is not resolved by mediation the parties will refer the dispute to a single arbitrator. The single arbitrator will be chosen by the parties or, if they cannot agree, by the President of the New Zealand Law Society, or the President's nominee. The arbitration will be conducted in accordance with the Arbitration Act 1996.
- 25.5 The parties must always act in good faith and co-operate with each other to promptly resolve any dispute.
- 25.6 The procedures and time frames for any mediation or arbitration will be fixed by the mediator or arbitrator (as appropriate) if the parties cannot agree.
- 25.7 The parties must continue to comply with their obligations under this Agreement during the dispute resolution process.
- 25.8 Nothing in this clause 25 shall preclude a party from taking immediate steps to seek equitable relief before a New Zealand Court.
- 25.9 For the avoidance of doubt this clause 25 does not limit the Company's rights under clause 19.

26. **Conflict**

- 26.1 In the event of any conflict between this Agreement and an Easement or Encumbrance then this Agreement shall prevail.

26.2 In the event of conflict between the terms of this Agreement and the terms of any Shares issued by the Company, the terms of the Share issue shall prevail.

27. Governing Law

27.1 This Agreement shall be governed by and interpreted according to the laws of New Zealand. Each party irrevocably submits itself to the jurisdiction of the Courts of New Zealand in respect of any proceedings arising out of, or relating to this Agreement.

28. No waiver

28.1 No failure or delay on the part of any party in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power hereunder.

29. Assignment

29.1 The Farmer shall not assign, transfer, mortgage, charge or encumber the Farmer's interest in this Agreement without the prior written approval of the Company (which consent shall not be unreasonably withheld). No such consent will be granted where there is any actual or contingent breach of this Agreement, or payment or liability outstanding and due until such breach or default is remedied.

29.2 If there is a change of the trustees of a Trust who is party to this Agreement then the rights are assignable to the new trustees provided there is no change to the Land to which water is being supplied.

30. Force Majeure

30.1 If either party is unable to carry out any of its obligations under the Agreement because of any event or circumstance of Force Majeure, the Agreement shall remain in effect but except as otherwise provided, both parties' obligations, (other than obligations as to payment of water charges), shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:

- (a) the non-performing party gives the other party prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- (c) no obligations of either party that accrued before the Force Majeure caused the suspension of performance are excused as a result of the Force Majeure;
- (d) the non-performing party uses all reasonable efforts to remedy its inability to perform as quickly as possible.

30.2 If the event or circumstance of the Force Majeure is of such magnitude or will be of such duration that it is either impracticable or unreasonable for either party to resume its obligations under the Agreement, the parties agree to negotiate in good faith as to how this Agreement may be mitigated or terminated having regard to the financial obligations then remaining or continuing that need to be met, utilising if necessary the Dispute Resolution procedures set out in clause 25.

31. Notices

31.1 All demands, consents and notices authorised or required to be made under this Agreement shall be in writing and may be given to, or served upon a party by:

- (a) being left at the party's address as stated below; or
- (b) by email, to the recipient party's notified email address stated below.

31.2 The notified postal addresses and email addresses of the parties are as follows:

Company:

Farmer:

[]]

[]]

32. Consumer Guarantees Act 1993

32.1 The Farmer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement.

33. Costs

33.1 Each party shall bear its own costs relating to this Agreement.

34. Further Assurances

34.1 The Farmer shall do all things and sign all documents necessary to discharge its obligations under this Agreement.

35. Entire Agreement

35.1 Except to the extent provided in any other duly executed agreement between the parties in relation to the Land or the terms of issue of any Shares, this Agreement sets out the entire agreement and understanding between the parties in relation to the matters contemplated by this Agreement and in particular supersedes any prior agreement, correspondence, or undertaking made between them.

36. Financiers

36.1 The Farmer acknowledges that:

- (a) the Company may assign by way of security all or any part of its rights or interests in this Agreement to the Financiers;
- (b) the Financiers may at any time assign the rights and interests of the Company, or transfer the rights, interests and obligations of the Company in this Agreement without the consent of the Farmer.

36.2 The Farmer agrees to do or execute anything reasonably required by the Financiers to effect any assignment, transfer, novation or other dealing under this clause 36.

36.3 For the purposes of the Contracts (Privity) Act 1982, each Financier is entitled to enforce against the Farmer the provisions of this clause 36.

36.4 The remedies of damages and cancellation as against any Financier under or in connection with the assignment by way of security of the Company's rights under this Agreement made pursuant to the security documents the Company has granted in

favour of the Financiers are hereby expressly excluded for the purpose of section 11 of the Contractual Remedies Act 1979.

37. Independent Advice

- 37.1 The Farmer acknowledges that the Company's solicitors act for the Company only and that the Farmer has either obtained independent legal advice or has declined to do so having been advised to obtain independent advice.

38. Counterparts

- 38.1 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one document and Agreement. Each party may execute and enter into the Agreement by executing a counterpart. The parties acknowledge that the agreements may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by these means is valid and sufficient execution.

39. Share Subscription

- 39.1 The Farmer may also become bound by this Agreement (and if relevant the Easement) by subscribing for Shares in the Company where such provides for the subscriber's agreement to the terms of this Agreement (and if relevant the Easement) by signing the application form or otherwise.

40. Limitation of Liability of Independent Trustee

- 40.1 The liability of an independent trustee under this Agreement is not personal, but shall be limited to the net assets from time to time of the relevant trust unless by reason of a breach of trust, that trustee is not entitled to be indemnified from the assets of the trust, in which case the limit on liability in this clause will not apply.

41. Severance

- 41.1 If any provision or part of a provision of these terms and conditions shall not be enforceable, then that provision or part provision shall be deemed to be deleted and the rest of these terms and conditions shall remain in full force and effect.
- 41.2 Where a provision or part of a provision is unenforceable the parties shall negotiate in good faith to agree a valid and enforceable provision to replace the invalid provision which has as near as possible the same effect as the deleted provision.

Execution

Signed by **Morven, Glenavy, Ikawai**
Irrigation Company Limited:

Director's signature

Director's signature

Director's full name

Director's full name

Signed by [_____] in the
presence of:

[_____]

Signature of witness

Name of witness

Occupation

Address

SCHEDULE ONE**The Farmer:** _____**Number of Shares:** ____ shares**Irrigable Area:** ____ hectares**The Land:**

Area	Description	Title Reference

Water allocation/Rate:**Special Conditions:**