

Parties

WAIMAKARIRI IRRIGATION LIMITED

(the Company)

THE PERSON DESCRIBED IN SCHEDULE 1

(the Irrigator)

WATER SUPPLY AGREEMENT



July 2023

Date:

PARTIES

- (1) WAIMAKARIRI IRRIGATION LIMITED (the *Company*)
- (2) THE PERSON DESCRIBED IN SCHEDULE 1 (the *Irrigator*)

BACKGROUND

- A The Company operates an irrigation scheme in the area north of the Waimakariri River extending north east towards the Ashley River in North Canterbury (the *Irrigation Scheme*) and for that purpose holds resource consents entitling it to take, convey, store, discharge and use water from the Waimakariri River and to construct, maintain and operate infrastructure for those purposes (the *Resource Consents*).
- B The Irrigator is a shareholder in the Company which entitles the Irrigator to apply to the Company for water pursuant to the Company's constitution or some other person approved by the Company.
- C The Company and the Irrigator desire to enter into this Water Supply Agreement to permit supply of water to the Irrigator's land.

THE PARTIES AGREE as follows:

1 SUPPLY OF WATER

- 1.1 Subject to the availability of water to the Company whether pursuant to the Resource Consents or otherwise, the Company will use its best endeavours to make irrigation water available to the Irrigator in terms of this Agreement and in the volume and the manner described in this Agreement during the irrigation season defined in clause 2 (the *Irrigation Season*). The water will only be available to the Irrigator during such periods as the Company has water available to it.
- 1.2 The maximum supply of water to which the Irrigator is entitled under this Agreement without further authority from the Company is the quota referred to in clause 3.1, such water is to be supplied at such roster intervals as the Company may from time to time determine.
- 1.3 The board of directors of the Company (the *Board*) may from time to time set policies for the purpose of meeting any obligation under or giving effect to any Resource Consent, or any relevant statutory or regulatory requirement (the *Regulatory Requirements*), or this Agreement, or the management or operation of the Scheme, as the Board determines (*Policies*). The Board may vary, suspend, cease or replace any Policies from time to time as the Board determines. The Irrigator shall meet the requirements of any Policies in effect at any relevant time.

1.4 The Company:

- (a) is not required to supply water to an Irrigator if the Company is not satisfied that the terms of any relevant Resource Consent, Regulatory Requirements, Policies or this Agreement will be met in respect of any supply of water;
- (b) may cease to supply water to an Irrigator if the Company ceases to be satisfied that the terms of any relevant Resource Consent, Regulatory Requirements, Policies or this Agreement will be met in respect of any supply of water.

2 IRRIGATION SEASON

The Irrigation Season shall be such periods as the Company may from time to time determine and unless otherwise determined shall be:

- 2.1 in respect of the 1,000 cubic metres per annum per Share quota set out in clause 3.1, the 52 week period between 30 June in any year and the following 29 June in the subsequent year;
- 2.2 in respect of any other irrigator or other user of water from the Company, such period or periods as the Company may determine from time to time.

3 QUOTA AND ELECTION

3.1 The water quota from the Company to the Irrigator is on the basis of:

- a) 1,000 cubic metres of water per season for each Share owned by the Irrigator in the capital of the Company; or
- b) in the case of an Irrigator who is not a shareholder of the Company, such other quota recorded in the schedule (*the quota*).

3.2 The Irrigator shall only use or take the water quota (and any additional water quota it has transferred to it under clause 8) on the following basis:

- a) a maximum of $\frac{1}{22}$ of the seasonal quota being used in any one week and taken at constant off-take rate or such other rate as the Company determines;
- b) after it has given the Company reasonable prior notice (or notice of such period set by the Company from time to time) of the commencement and cessation of the Irrigators off-take of water.

3.3 Notwithstanding any other provision in this Agreement:

- a) the minimum amount of water supplied under this agreement that can be applied to any hectare of land irrigated using water

supplied under this agreement is the entitlement under 6 Shares;
and

- b) the maximum amount of water that can be applied to any hectare of land irrigated using water supplied under this agreement is the lesser of:
 - (i) the entitlement under 9 Shares; and
 - (ii) such other maximum amount that is permitted by the Resource Consents or any Policies.

3.4 The Irrigator will provide the Company forthwith on request by the Company all information the Company specifies for the purposes of determining whether the terms of any relevant Resource Consent, Regulatory Requirements, Policies and this Agreement will be met in respect of any supply of water under this Agreement.

4 ROSTER SYSTEM

Water shall be made available to the Irrigator and to all other Irrigators having irrigation agreements with the Company in such manner as the Company may from time to time determine. The Company shall in no way be liable to the Irrigator if it is unable to make water available to the Irrigator at any time or times during the Irrigation Season.

5 PRIORITIES

5.1 The Irrigator acknowledges that users of the stock water race system owned by Waimakariri District Council shall at all time have priority ahead of the Irrigator and other Irrigators to water supplied by the Company through the Irrigation Scheme.

5.2 Priorities to water supplied through the Irrigation Scheme as between Irrigators having irrigation agreements shall be as the Company may from time to time determine.

6 EXCESS WATER

In the event that the Company during any Irrigation Season should have water available to it sufficient to provide any Irrigator or Irrigators with water in excess of allowed quota (in this Agreement called "excess water") the Irrigator may apply to the Company for such excess water. Provided that the Company is not depriving any other Irrigator of that Irrigator's entitlement, the Company may agree to supply the Irrigator with an amount of such excess water upon payment of excess water charges under clause 7.1(b). The Irrigator shall not have any right to demand a supply of any such excess water and shall have no rights against the Company should it refuse to make supply of excess water nor shall the Company be liable to the Irrigator in any way for failing or refusing to supply such excess water. If the Company agrees to supply excess water, that excess water shall be subject to the same usage and take off restrictions set out in clause 3.2.

7 WATER CHARGES

- 7.1 The Company shall each year establish a water supply cost which shall be charged to and paid by the Irrigator. The Irrigator shall pay such sums to the Company at such time or times as the Company may require. The water supply cost to the Irrigator shall be charged by the Company to the Irrigator and paid by the Irrigator on the following basis:
- a) a per Share (or per hectare if the Irrigator is not a shareholder of the Company) charge for maintenance, operation, administration and any debt servicing, which shall be charged to and payable by the Irrigator regardless of whether the Irrigator has actually used its quota or not;
 - b) an excess water charge on a cubic metre basis being a pro-rata charge based on the charges payable over the Irrigation Season, or such other charge the Company may from time to time impose;
 - c) a penalty charge (of such rate that the Company may from time to time set) for any water taken in excess of allowed quota or in excess of permitted excess water under clause 6.
- 7.2 The Irrigator shall make payment to the Company of the water supply charges at such times and at such place as the Company may from time to time determine and notify to the Irrigator. If the Irrigator does not make payment on time (provided written demand has been made) then the Company shall be entitled to charge the Irrigator interest (calculated on a daily basis) on any amount outstanding from due date until full payment at the Bank of New Zealand base commercial lending rate plus 5%. Such sum may be recovered as a liquidated debt due by the Irrigator to the Company.
- 7.3 The charges for water supply to the Irrigator in any Irrigation Season shall be payable by the Irrigator to the Company notwithstanding that the Irrigator may not have taken the permitted quota during the Irrigation Season and notwithstanding that the Company may have refused or been unable to supply for all or any part of the Irrigation Season.

8 TRANSFER OF QUOTA

- 8.1 If the Irrigator does not use its full quota granted under clause 3.1, it may apply to the Company to transfer its unused quota, or any portion thereof, to another Irrigator (the *Nominated Irrigator*) for such consideration as the Irrigator and the Nominated Irrigator may agree upon.
- 8.2 Subject to:
- (a) water availability; and

- (b) the Company being satisfied that:
 - (i) it can economically supply the Nominated Irrigator; and
 - (ii) the supply to the Nominated Irrigator would not contravene clause 3.3 of this Agreement,

the Company may agree to supply the Irrigator's unused quota to the Nominated Irrigator.

- 8.3 The Company may charge the Irrigator for the Company's reasonable costs incurred in attending to the transfer of the unused quota or part thereof.
- 8.4 Any transfer by an Irrigator of its quota or part thereof shall not affect the Irrigator's liability to pay water charges to the Company under clause 7.
- 8.5 Any transfer of quota under this clause shall be effective for the Irrigation Season in which it is transferred only.
- 8.6 The Irrigator shall not have any right to demand a transfer of its unused quota and shall have no rights against the Company should it refuse to agree to supply the unused quota to the Nominated Irrigator nor shall the Company be liable to the Irrigator in any way for failing or refusing to agree to such a transfer.

9 GOODS AND SERVICES TAX

Goods and Services Tax at the appropriate rate shall be payable by the Irrigator to the Company in addition to any water charge or charges payable under this Agreement.

10 TERM

This Agreement shall commence on the date the Company notifies the Irrigator that the Irrigator is able to commence taking water and shall continue until:

- a) the Company for any reason should on reasonable and justifiable grounds decide to terminate this Agreement or refuse water supply to the Irrigator whereupon the Company shall be entitled to determine this Agreement upon giving 7 days notice in writing to the Irrigator; or
- b) the Company requires or accepts a surrender of all of the Irrigators shares in the Company; or
- c) upon the completion of the term of the Resource Consents for the Irrigation Scheme whereupon this Agreement shall immediately cease and determine.

11 INCREASE OR REDUCTION OF QUOTA

In the event that the number of shares in the capital of the Company owned by the Irrigator should from time to time be reduced or increased by way of authorised share transfer or surrender then the Company:

- a) in the event of the reduction in the number of such shares, shall be entitled to immediately and without notice to the Irrigator reduce the amount of supply under this Agreement to that to which the Irrigator is entitled according to the number of shares held by the Irrigator and the election made by the Irrigator;
- b) in the event of any increase in the number of shares the Company shall be entitled on the application of the Irrigator to increase the amount of supply under this Agreement according to the number of shares held by the Irrigator and upon such increase being approved by the Company this Agreement shall be deemed to apply to such increased total supply from the date of the approval of the increase;
- c) the Irrigator shall not be able to unilaterally forfeit the Irrigator's quota and shareholding in the Company during the term of this Agreement, but is entitled to transfer shares pursuant to the Constitution of the Company.

12 FAILURE OF SUPPLY

12.1 If during any Irrigation Season the supply of water to the Company for distribution to Irrigators, or any of the improvements or infrastructure comprising the Irrigation Scheme, fails, ceases or is diminished in any way for any reason whatsoever, then the Company shall make water available to the Irrigator only insofar as it is practicable for the Company to do so. In the event of the Company having to reduce supply the Company shall be entitled to do so in such manner and in such shares and proportions as the Company in its sole discretion may determine. The Irrigator shall have no right or action against the Company nor any entitlement for damages or compensation of any nature whatsoever for a failure by the Company to supply such water in terms of this Agreement or for any reduction by the Company in the quantity or quality of water supplied to the Irrigator or in respect of the method of reduction of supply as determined by the Company or the fairness thereof.

12.2 If the supply of water to the Company or the terms of the supply to the Company should in any way be altered or cease the Company shall be entitled without notice to the Irrigator to immediately make such alterations to the supply to the Irrigator or the terms of supply or to cease supply as should be necessary to comply with the alteration or ceasing of supply to the Company.

13 DELIVERY POINT AND MEASUREMENT AND OTHER WORKS

- 13.1 The water shall be delivered to the Irrigator within or on the boundary of the Irrigator's land or on such other position or positions as the Company may from time to time determine and from such point or points as the Company may from time to time determine and through a measuring device approved by the Company to be provided and maintained by the Irrigator. The Irrigator shall not alter or interfere with any such measuring device or allow any person to do so nor shall the Irrigator take or attempt to take any water from the Company's irrigation races or pipes otherwise than as delivered by the Company to the Irrigator.
- 13.2 The Company may, at its sole discretion, require the Irrigator to construct and maintain an off-race sump on the Irrigator's land sized to hold approximately one hour's supply of water in such position as the Company may determine. The Company may install a lockable gate at the intake of the sump.
- 13.3 The Irrigator shall record the flow through the measuring device and supply such records to the Company in such manner or means and at such times or frequency as the Company requires.
- 13.4 Where water is made available to the Irrigator off the Irrigator's land or away from the Irrigator's boundary the Irrigator shall be responsible at its cost in all things of arranging the transport of the water by way of pipes or races from the point of availability to the Irrigator's land including (but not by way of limitation) obtaining any easements or other rights necessary.
- 13.5 If, in the opinion of the Company, further works need to be carried out to the Irrigator's land to ensure the efficient supply of water to the Irrigator, the Company may give written notice requiring the Irrigator to carry out such works on such terms as the Company may specify.

14 RIGHT OF ENTRY

- 14.1 The Company and its servants, agents, employees, contractors and workmen shall have the right at any time and from time to time without being deemed to commit a trespass and, without any payment for the right or the exercise of the right, to enter upon the land of the Irrigator or the land connected or associated to the Irrigator for all or any of the following purposes:
- a) to construct, install, maintain, repair, improve, upgrade, replace or reconstruct races, drains and all other works which the Company deems necessary for the supply of water to the Irrigator or for the supply of water to other Irrigators holding an irrigation agreement from the Company;
 - b) to gauge or otherwise determine the quality of water used by the Irrigator;

- c) to view the condition of the Company's pipes, races, works and measuring devices.

14.2 The Irrigator shall ensure that access to any water race or other structural device owned by the Company and used in the control and management of the water conveyed in the Irrigation Scheme is kept available and in respect of any further development along side such races, structures or devices will ensure that development does not impede, restrict, limit or otherwise in any way inhibit or impair that access. The Irrigator shall at all time comply with the Waimakariri District Council Stock Water Race Bylaw 2007.

14.3 The maximum liability of the Company for, or arising from, or in relation to, loss of or damage to property caused by any act or omission by the Company or its agents, contractors, employees or officers is the amount paid by the Company's insurers in respect of that loss or damage under the insurance policies in effect at the relevant time.

15 UPGRADE OF SCHEME AND EASEMENTS

15.1 The Irrigator acknowledges that the Company intends to upgrade the distribution system of the Irrigation Scheme, with the aim of enabling the Irrigation Scheme to deliver water to achieve application rates of 0.675 litres per second per hectare. Without limiting clause 14, the Irrigator agrees to:

- a) the enlargement and/or improvement of the existing race infrastructure on or adjacent to the Irrigator's property that the Company determines to undertake (the *Work*);
- b) the Company applying for and obtaining any resource consents in relation to the *Work*;
- c) provide on request by the Company the Irrigator's approval to the *Work* by completing and signing and providing to the Company any form required by the Waimakariri District Council or the Canterbury Regional Council to confirm the Irrigator's approval to the *Work* including as contemplated by section 95E of the Resource Management Act 1991;
- d) the contractors and employees of the Company entering the Irrigator's property with equipment, machinery and vehicles to undertake the *Work*; and
- e) where the Irrigator is the owner of property adjacent to or on which the Company's existing race infrastructure is located, provide to the Company an agreement in favour of the Company signed by any other occupant of the property or person that has an interest in such property, agreeing to be bound by the terms of this clause 15 provided that in the case of a person in occupation, or having an interest, as at 14 August 2008 the Irrigator shall only be

required to use all reasonable endeavours to obtain such an agreement.

15.2 The Company will:

- a) give 5 days notice of when it proposes to enter the Irrigator's property to undertake the Work; and
- b) use reasonable endeavours to minimise any damage to pasture, fences, gates and access roads on the Irrigator's property when undertaking Work and will use reasonable endeavours to remedy in accordance with good farming practice, any such damage that occurs.

15.3 The Company may require the Irrigator to grant an easement or procure an easement be granted over, and registered on the records of title to, land owned by the Irrigator and/or any land on which water supplied under this Agreement is used, in accordance with clauses 15.4 – 15.12 (the *Easement*).

15.4 The Company may exercise the right to require the Easement be granted and registered at any time determined by the Company including as a condition of the Company giving its:

- (a) approval, agreement or consent to any action in relation to the supply of water under this Agreement or the use of water supplied under this Agreement sought by the Irrigator; and
- (b) approval to the transfer of shares in the Company from or to the Shareholder.

15.5 The Irrigator shall include in any agreement for the transfer of shares in the Company provisions to give effect to this policy on terms determined by the Company. The Company may refuse to register any transfer of shares under an agreement not including those provisions.

15.6 The Company shall determine the area over which the Easement is to be granted including to provide for access to, and the construction, operation, inspection, cleaning, maintenance, repair, renewal, replacement and upgrade of, any equipment, improvements (including races) and other infrastructure (*Scheme Works*) that the Company determines to undertake.

15.7 The Company shall determine the form and terms of the Easement. Without limiting this clause the Company may determine terms to reflect the rights and obligations relevant to the particular land the Company determines to be appropriate, the Scheme Works then existing, or that the Company determines will or may be constructed or installed, and variations to the terms used developed over time. As a

result the Easement may be on the same or different terms to other easements in favour of the Company.

15.8 The Easement shall be granted in favour of the Company and the Waimakariri District Council (jointly and severally). The Easement shall be registered so that it is binding on any mortgagee of the land.

15.9 The Company shall, at the Company's own cost, provide the Irrigator with the terms of the Easement, the survey plan necessary for registration of the Easement, and an authority and instruction form signed by WIL authorising the Irrigator's solicitor to register the Easement.

15.10 The Company shall pay the Irrigator's reasonable legal costs in relation to review and registration of the Easement up to a capped amount of \$1,200 plus GST plus the Landonline fees for registering the Easement.

15.11 The Irrigator shall take all actions required by the Company to cause the Easement to be granted and registered in accordance with clauses 15.3 – 15.10 forthwith on request by the Company.

15.12 Where clauses 15.3 – 15.11 provide for any matter to be determined by the Company that matter shall be determined in the absolute and sole discretion of the Company.

16 FARM ENVIRONMENTAL MANAGEMENT

16.1 In this clause 16:

- a) *Environmental Management* includes land use, land use change, farming practice, change in farming practice, irrigation (including the take, use, damming, diversion and/or discharge of water and/or contaminants), nutrient management or discharge, or any other aspect of farm environmental management whatsoever; and
- b) *Farm Environment Plan* means any plan required by the Company to meet or give effect to any Resource Consents, Regulatory Requirements or Policies in each case in relation to Environmental Management on the Irrigator's land (whether owned or occupied).

16.2 Without limiting any other provision of this Agreement:

- a) the Irrigator will prepare, establish, implement, maintain, update and comply with a Farm Environment Plan and report to the Company on those matters as the Company requires;
- b) the Irrigator must not do or omit to do any act, matter or thing that may cause or contribute to any breach or non-observance of any Resource Consents, Regulatory Requirements or Policies in

relation to Environmental Management applicable to the Irrigator, the Scheme, or the Company;

- c) the Irrigator will keep records to evidence compliance with all obligations of the Irrigator under this clause 16 as directed by the Company, and supply those records and any other information requested by the Company to enable the Company to comply with, and evidence compliance with the Resource Consents and Regulatory Requirements in relation to Environmental Management to the Company as directed by the Company;
- d) the supply of water by the Company to the Irrigator is subject to and conditional upon the Irrigator complying with this clause 16 in all respects to the satisfaction of the Company; and
- e) the Company may otherwise establish and implement Policies to govern the consequence of any breach by the Irrigator of the Irrigator's obligations under this clause 16 including failure to comply with any Resource Consents, Regulatory Requirements or Policies in relation to Environmental Management.

16.3 The Irrigator will as required by the Company engage an independent assessor approved by the Company to undertake an audit of the Farm Environment Plan and/or the Irrigator's compliance with the Farm Environment Plan, Resource Consents, Regulatory Requirements and Policies in relation to Environmental Management. The cost of any such audit will be met by the Irrigator. The Irrigator will provide to the assessor such information as the assessor requests and will allow the assessor access to the Irrigator's land (whether owned or occupied) for the purpose of completing investigations required as part of the audit. The assessor shall provide its audit to the Company.

16.4 Where the Irrigator is not also the occupant of the Irrigator's land, then the Irrigator shall procure that the occupant of the Irrigator's land complies with all obligations of the Irrigator under this clause 16.

17 WATER USE MANAGEMENT PLAN

The Irrigator acknowledges that the Company is required under the conditions of the resource consents held by the Company in respect of the Scheme, to have in place a water use management plan to promote the reasonable and efficient use of water within the Scheme. To enable the Company to comply with this resource consent condition, Irrigators shall, promptly upon request by the Company to do so, take all actions required by the Company to meet the requirements of the water use management plan.

18 BREACH OF AGREEMENT

In the event of the Irrigator committing any breach of the terms of this Agreement the Company may without payment of any damages or compensation to the Irrigator or any other person:

- a) reduce the supply of water to the Irrigator either permanently or until such time as such breaches have been made good provided that the Irrigator shall nevertheless remain liable to continue paying the water supply cost determined in accordance with this Agreement;
- b) stop supply of water to the Irrigator either permanently (and terminate this Agreement) or until such time as such breaches have been made good provided that the Irrigator shall nevertheless remain liable to continue paying the water supply cost determined in accordance of this Agreement.

19 TERMINATION

19.1 The Company shall be entitled at any time to immediately terminate this Agreement if the Irrigator ceases to be a shareholder in the Company but the Irrigator shall remain liable for all monies owing in any antecedent breach of this Agreement up to the date of termination of this Agreement (provided that this clause 19.1 shall not apply where the Company has entered this Agreement with an Irrigator who was not a shareholder of the Company).

19.2 In the event that the Irrigator ceases to be the owner of land which may be conveniently and effectively irrigated from the Company's Irrigation Scheme or ceases to be in the opinion of the Board sufficiently associated or connected with farm lands which may be conveniently and efficiently irrigated with water from the Company's Irrigation Scheme, then the Company shall be entitled to immediately determine this Agreement without notice to the Irrigator but the Irrigator shall remain liable for all monies owing and in the interceding breach of this Agreement up to the date of termination.

19.3 In the event of the Company terminating this Agreement for any reason then the Company shall not be liable to the Irrigator for any costs, damages, claims or compensation of any kind or nature whatsoever nor shall the Irrigator have any right of action against the Company.

20 ASSIGNMENT

The Irrigator shall not assign, transfer, mortgage or charge its interest in this Agreement without the prior written approval of the Board (which consent shall not be unreasonably withheld where the proposed assignee meets the definition of "farmer" in the Company's Constitution). No such consent will be granted where there is any actual or contingent breach of this Agreement or liability outstanding and due to be met by the Irrigator until such a breach or default is remedied.

21 PURPOSE

The Irrigator shall ensure that all water taken pursuant to this Agreement is used only for farming purposes and acknowledges that the water may be turbid and not potable. The Irrigator shall be solely liable for and shall keep the Company safe, harmless and indemnified from and against any actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of the use of the water.

22 GENERAL EXEMPTION

Notwithstanding anything in this Agreement, the Company shall not be under any obligation to make water available to the Irrigator. In the event of the Company being unable to make such supply available to the Irrigator or refusing to make such supply available to the Irrigator the Irrigator shall have no right of action against the Company for any costs, damages or compensation of any nature or kind whatsoever.

23 BINDING AGREEMENT

The parties agree that this Agreement shall bind their respective assignees (where permitted), heirs, successors and personal representatives.

24 NOTICES AND COMMUNICATIONS

24.1 All notices and communications required by this Agreement must be in writing and sent by personal delivery, post, facsimile or email. In the case of notices to the Irrigator they should be sent to the address, facsimile number (if any) or email address (if any) recorded on the schedule, or such other address as the Irrigator may notify to the Company in writing. Notices to the Company shall be sent to the Company at 267 High Street, (PO Box 556) Rangiora or such other address, facsimile number or email address notified to the Irrigator from time to time.

24.2 Notices will be deemed to have been received by the addressee:

- a) if served personally, at the time of service; or
- b) if sent by post, on the third working day after being posted correctly by pre-paid postage; or
- c) if sent by facsimile, on the day of transmission if before 4.30pm on a business day, or otherwise on the next business day.
- d) if sent by email, on the day of transmission if before 4.30pm on a business day, or otherwise on the next business day.

25 DISPUTE RESOLUTION

Any dispute arising between the parties to this Agreement shall be resolved by the arbitration of one arbitrator appointed by the parties, or if the parties

cannot agree upon the arbitrator then by one arbitrator appointed by the president for the time being of the Canterbury District Law Society. Such arbitration shall be carried out in accordance with the provisions of the Arbitration Act 1996.

26 GOVERNING LAW

This Agreement shall be governed by New Zealand law and the parties admit to the non-exclusive jurisdiction of the courts of New Zealand.

27 NO TERMINATION

27.1 The Irrigator acknowledges that the success of the Irrigation Scheme is dependent on the continued participation by the Irrigator and each and every other Irrigator and acknowledges that it shall have no right to withdraw from the Irrigation Scheme without the Company's prior written consent while the Scheme is in existence.

27.2 The Irrigator agrees to hold the appropriate number of shares proportionate to the Irrigator's irrigated land, unless it has transferred its shares with the Company's prior written consent or was not a shareholder or applicant for shares in the Company at the date of this Agreement.

28 DEFINITIONS AND INTERPRETATION

28.1 In this Agreement unless the context requires otherwise, the term:

- (a) *Board* has the meaning given to that term in clause 1.3.
- (b) *Environmental Management* has the meaning given to that term in clause 16.1.
- (c) *excess water* has the meaning given to that term in clause 6.
- (d) *Farm Environment Plan* has the meaning given to that term in clause 16.1.
- (e) *Nominated Irrigator* has the meaning given to that term in clause 8.1.
- (f) *Policies* has the meaning given to that term in clause 1.3.
- (g) *Regulatory Requirements* has the meaning given to that term in clause 1.3.
- (h) Resource Consents has the meaning given to that term in clause A of the Background.
- (i) *Shares* means all water shares on issue in the Company and *Share* means any of them.

(j) *Work* has the meaning given to that term in clause 15.1a)

28.2 In the construction of this Agreement, unless the context requires otherwise:

- (a) *actions of the Company*: the Company shall act by and through the Board;
- (b) *including*: mentioning anything after “include”, “includes” or “including” does not limit what else might be included;
- (c) *negative obligations*: a reference to a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
- (d) *parties*: a reference to a party to this agreement or any other document includes that party’s successors and permitted assigns;
- (e) *person*: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporated;
- (f) *singular, plural and gender*: the singular includes the plural and vice versa, and words importing one gender include the other genders; and
- (g) *writing*: a reference to “written” or “in writing” includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

EXECUTION

WAIMAKARIRI IRRIGATION LIMITED *by*:

Director

Director/Secretary

THE PERSON DESCRIBED IN SCHEDULE 1 *by*:

Signature

in the presence of:

Signature

Signature of Witness

Signature

Name:

Occupation:

Address:

SCHEDULE

Irrigators' Names in full:

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.....

Address of Property to
be Irrigated:

.....

Road Number and Name

.....

Locality

.....

Race Number:

.....

Property Description:

Rating Valuation Numbers:

Area: (hectares)

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.....

.....

.....

Irrigator's Contact Details

Contact person:

.....

Address for Services of Notices:

.....

.....

.....

Telephone Number:

.....

Email Address:

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