

5. Unless permitted under a management plan as set out in the Schedule hereto, the Landowner will not do (nor allow to be done) any of the following:
- (a) allow stock to be present on the Land being subjected to the Enhancement Activity or in any waterway passing within the same
 - (b)
 - (i) remove or alter the Improvements; or
 - (ii) disturb the soil, flora or fauna of any part of the Land being subjected to the Enhancement Activity (actions in terms of Clause 4 hereof excepted); or
 - (iii) any other thing in respect of the Land being subjected to the Enhancement Activity

which, in the opinion of the Trust, is inconsistent with the Habitat Enhancement objective of this Agreement

PROVIDED THAT the Landowner may undertake shelter or other amenity planting on the Land being subjected to the Enhancement Activity with the prior written approval of the Trust which approval will not be unreasonably withheld if, in the opinion of the Trust, the planting is consistent with the Habitat Enhancement objective of this Agreement.

6. The Landowner will allow the officers and duly authorised agents of the Trust to enter on such of the Land as is reasonable in the circumstances for the following purposes:
- (a) to inspect that part of the Land being subjected to the Enhancement Activity and the Improvements
 - (b) to undertake on that part of the Land being subjected to the Enhancement Activity any work or other action which, in the opinion of the Trust, is consistent with the Habitat Enhancement objective of this Agreement
 - (c) to remedy any default by the Landowner of this Agreement (but nothing herein will oblige the Trust to do so).
7. The Landowner will not transfer or otherwise dispose of the Land to another person without first arranging for that other person to enter into a replacement agreement with the Trust (in the form required by the Trust) whereby that other person agrees to assume the Landowner's obligations under this Agreement for the unexpired term of the loan.
8. If, in the opinion of the Trust, the Landowner has complied with all the terms of this Agreement for the Period set out in the Schedule, the Trust will at the expiry of that Period by giving notice in writing to the Landowner, declare the Advance to be written off whereupon the Landowner's obligation to repay the Advance will be fully extinguished and this Agreement will be at an end.
9. If, in the opinion of the Trust, the Landowner fails to comply with any of the terms of this Agreement, the Trust may at any time thereafter by giving notice in writing to the Landowner ("Notice to Repay") require the Landowner to repay to the Trust within 30 days from receipt of the Notice to Repay, the following money:
- (a) **The Advance**, plus
 - (b) **Interest on the Advance** at a rate equal to one and a half (1.5) times the 90 day bank bill buy rate as advised to the Trust in writing by the Trust's bank on the date

of the Notice to Repay, such interest to be calculated from the date of this Agreement to the date all the money payable under this Clause is paid to the Trust.

10. GENERAL:

- (a) If the Landowner disposes of the Land without arranging the replacement agreement in terms of Clause 7, the Landowner will remain obligated to repay the Advance plus the interest.
- (b) If the Landowner is an unlisted company, a change in its shareholding which, in the opinion of the Trust, changes the effective management or control of the company shall be deemed a transfer of the Land to another person for the purpose of Clause 7.
- (c) The Trust's waiver or failure to act over any breach of this Agreement by the Landowner is not a waiver of another breach.
- (d) If the Landowner is more than one person, this Agreement binds those persons jointly and severally.
- (e) Any notice hereunder will be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and will be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- (f) If any party hereto has signed this Agreement as an independent trustee of a trust then that party's liability hereunder shall be limited to the assets which for the time being are or but for that party's default should be in that party's hands or under that party's control as a trustee of that trust. A trustee shall be an independent trustee unless they have any right to or interest in the assets of the trust other than as a trustee.
- (g) If a person has signed this Agreement as a Guarantor, in consideration of the Trust entering into this Agreement at the request of the Guarantor, the Guarantor personally unconditionally and irrevocably, jointly and severally if more than one, guarantees to the Trust the performance by the Landowner of the Landowner's obligations under this Agreement **AND** the Guarantor covenants and agrees with the Trust that, although as between the Guarantor and the Landowner they may only be a surety, as between the Guarantor and the Trust they shall be personally liable to the Trust for all obligations of the Landowner under this Agreement as if they were the Landowner and that they shall not be released by any act, matter or thing the happening of which would exonerate or release a person liable only as a surety.
- (h) If Consents are necessary for the undertaking of the Enhancement Activity, then:
 - (1) this Agreement is conditional on and subject to the Consents being obtained by the Landowner on terms and conditions acceptable to both the Landowner and the Trust within 60 days of the date of this Agreement. The Landowner shall do all things reasonably necessary to enable this condition to be fulfilled by the date for fulfilment. If this condition is not fulfilled by the date for fulfilment, either party may avoid this Agreement by giving written notice to the other.
 - (2) the Landowner shall do all things reasonably necessary to renew such Consents for the duration of this Agreement.

- (i) The Landowner will at the request of the Trust at any time give and execute a good and registrable Memorandum of Encumbrance of the Land (in the form required by the Trust) to secure the performance of the Landowner's obligations under this Agreement, and the Landowner hereby encumbers the Land accordingly.

SCHEDULE

THE LANDOWNER:

Full Name:

Address:

Telephone:

Email:

THE GUARANTOR:

Full Name:

Address:

THE LAND:

Physical Address:

Legal Description:

Area:

Certificate of Title:

THE ENHANCEMENT ACTIVITY:

(Full description of activity, by reference to attached plans if necessary)

MANAGEMENT PLAN

(state here what is permissible. For example, "Notwithstanding anything herein the landowner is permitted to graze from time to time sheep within the enhancement activity area for purposes of controlling ..." If there is no management plan simply leave blank or write nil)

