

DEED OF NOVATION

NORTHPOWER LIMITED (NORTHPOWER RENEWABLES)

TE PUNA MAURI Ō OMARU LIMITED

NORTHPOWER LIMITED (ELECTRICITY NETWORK)

DEED DATED 27 November

2024

PARTIES

1. **NORTHPOWER LIMITED (NORTHPOWER RENEWABLES)**, a company incorporated in New Zealand (company number 524776) (**Outgoing Party**)
2. **TE PUNA MAURI Ō OMARU LIMITED**, a company incorporated in New Zealand (company number 9260130) (**Incoming Party**)
3. **NORTHPOWER LIMITED (ELECTRICITY NETWORK)**, a company incorporated in New Zealand (company number 524776) (**Continuing Party**)

BACKGROUND

- A. The Incoming Party was incorporated by the Outgoing Party to operate as a solar generation entity.
- B. The Outgoing Party and the Continuing Party are parties to a distributed generation connection agreement (and subsequent amendment agreement) dated 24 September 2024 between the Outgoing Party and the Continuing Party (**Agreement**) as attached in the schedule to this deed.
- C. The parties have agreed to novate the rights and obligations of the Outgoing Party under the Agreement to the Incoming Party with effect from the date of this deed.

THIS DEED RECORDS THAT:

1. INTERPRETATION

In this deed, unless the context indicates otherwise:

- 1.1 **Closing Date** means the closing date under an agreement for the sale and purchase of solar farm assets at Access Road, Ruawai entered into by the Outgoing Party, as vendor, and the Incoming Party, as purchaser, on or about the date of this deed.
- 1.2 **Defined Expressions:** expressions defined in the main body of this deed have the defined meaning throughout this deed, including the background;
- 1.3 **Headings:** clause and other headings are for ease of reference only and will not affect this deed's interpretation;
- 1.4 **Parties:** references to any **party** include that party's executors, administrators, successors and permitted assigns;
- 1.5 **Persons:** references to a **person** include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity;

- 1.6 Plural and Singular:** references to the singular include the plural and vice versa;
- 1.7 Clauses/Schedules/Attachments:** references to clauses, schedules and attachments are to clauses in, and the schedules and attachments to, this deed. Each such schedule and attachment forms part of this deed;
- 1.8 Statutory Provisions:** references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends or replaces it, and any by-law, regulation, order, statutory instrument, determination or subordinate legislation made under it;
- 1.9 Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
- 1.10 Inclusive Expressions:** the term **includes** or **including** (or any similar expression) is deemed to be followed by the words **without limitation**;
- 1.11 Documents:** references to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form;
- 1.12 Discharge and Release:** references to **discharge** and **release** mean the unconditional, irrevocable and full discharge and release; and
- 1.13 Obligations and Liabilities:** references to **obligations** and **liabilities** mean all obligations and liabilities, actual and contingent.

2. NOVATION, ACCEPTANCE, CONSENT AND RELEASE

- 2.1 Novation:** Subject to the terms and conditions of this deed, with effect from the Closing Date:
- (a) Parties Substituted:** the Incoming Party will be substituted for the Outgoing Party under the Agreement and all references to the Outgoing Party in the Agreement will be read and construed as if they are references to the Incoming Party; and
- (b) Incoming Party Bound:** the Incoming Party will be bound by the provisions of the Agreement binding upon the Outgoing Party and will:
- (i)** enjoy all the rights and benefits of the Outgoing Party under the Agreement; and
- (ii)** comply with and perform all of the obligations and liabilities of the Outgoing Party under the Agreement,
- which arise on and as from the Closing Date.
- 2.2 Acceptance:** The Incoming Party accepts and assumes the novation and transfer of all of the Outgoing Party's rights, benefits and obligations under the Agreement and

covenants with the Outgoing Party and the Continuing Party in terms of clause 2.1(b), with effect from the Closing Date.

- 2.3 Consent and Release:** The Continuing Party consents to the novation and discharges and releases the Outgoing Party from all its obligations and liabilities to the Continuing Party under the Agreement, with effect from the Closing Date (but not, for the avoidance of doubt, any accrued rights and liabilities subsisting for the period up to the Closing Date).

3. NO KNOWN CLAIMS

- 3.1 Against Continuing Party:** The Outgoing Party confirms to the Continuing Party that, as at the Closing Date, it is not aware of any matter, fact or circumstance which is or may be likely to give rise to a claim being made against the Continuing Party by it under the Agreement.

- 3.2 Against Outgoing Party:** The Continuing Party confirms to the Outgoing Party that, as at the Closing Date, it is not aware of any matter, fact or circumstance which is or may be likely to give rise to a claim being made against the Outgoing Party by it under the Agreement.

4. GENERAL

- 4.1 Costs:** Unless otherwise stated in this deed, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this deed.
- 4.2 Partial Invalidity:** If any provision of this deed is or becomes invalid or unenforceable, that provision will be deemed deleted from this deed. The invalidity or unenforceability of that provision will not affect the other provisions of this deed, all of which will remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.
- 4.3 Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this deed.
- 4.4 Waiver:** Any waiver by a party of any of its rights or remedies under this deed will be effective only if it is recorded in writing and signed by a duly authorised senior representative of that party. If the waiver relates to a breach of any provision of this deed, this will not (unless stated otherwise) operate as a waiver of any other breach of that provision. No waiver of any breach, or failure to enforce any provision, of this deed at any time by either party will in any way affect limit or waive that party's right to subsequently require strict compliance with this deed.
- 4.5 Counterparts:** This deed may be signed in counterparts. All executed counterparts will together constitute one document.
- 4.6 Copies:** Any copy of this deed that is received by email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this deed) may be relied on by any party as though it were an original copy

of this deed. This deed may be entered into on the basis of an exchange of PDF or other document reproduction format.

4.7 Amendment: No amendment to this deed will be effective unless it is in writing and signed by a duly authorised senior representative of each party.

4.8 Assignment: No party will assign or otherwise transfer any of its rights or obligations under this deed to any other person without the prior written consent of the other parties.

4.9 Notices: For the purposes of the provisions of the Agreement relating to the service of notice and other communications, the address, email and telephone numbers and relevant person or office holder of the Incoming Party as the substitute party are set out below:

Address: 28 Mount Pleasant Road, Whangarei, 0110, New Zealand
Email: [REDACTED]
Telephone Number: [REDACTED]
Attention: Andrea Greenhalgh

4.10 Governing Law and Jurisdiction: This deed is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this deed.

[Signature page to follow]

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **NORTHPOWER LIMITED**
(NORTHPOWER RENEWABLES) by:

[Redacted Signature]

Signature of Attorney

[Redacted Signature]

Signature of Witness

Name of Witness:

Address of Witness:

**Maree Stenberg
Solicitor
WHANGAREI**

Date: 27/11/24

Oliver Michael O'Neill

Name of Attorney

SIGNED on behalf of **TE PUNA MAURI Ō
OMARU LIMITED** by:

[Redacted Signature]

Signature of director

[Redacted Signature]

Signature of director

Oliver Michael O'Neill

Name of director

Andrew Ian McLeod

Name of director

SIGNED on behalf of **NORTHPOWER LIMITED**
(ELECTRICITY NETWORK) by:

[Redacted Signature]

Signature of Attorney

[Redacted Signature]

Name of Witness:

Address of Witness:

**John James Ronald Fowler
Solicitor
Whangarei**

Date: 27 NOVEMBER 2024

Michael Desmond Gibbs

Name of Attorney

SCHEDULE

DISTRIBUTED GENERATION CONNECTION AGREEMENT

Amendment Agreement
in relation to
Distributed Generation
Connection Agreement

Between

Northpower Limited (Northpower
Renewables)

And

Northpower Limited (Electricity Network)

Amendment Agreement in relation to Distributed Generation Connection Agreement

Date: 24-09-24

PARTIES

Northpower Limited (Electricity Network) company number 524776, with registered offices at 28 Mount Pleasant Road, Whangarei, 0110, New Zealand (*Distributor*)

Northpower Limited (Northpower Renewables) company number 524776, with registered offices at 28 Mount Pleasant Road, Whangarei, 0110, New Zealand (*Customer*)

BACKGROUND

- A The Customer has a project to build solar generation at 132 Access Road, Ruawai (*Generation Plant*).
- B The Distributor has approved the Customer's application to connect the Generation Plant to the Distributor's network (*Application*).
- C The Distributor and Customer have entered into a Distributed Generation Connection Agreement which will cover the parties' respective rights and obligations in relation to the approved Application (*Agreement*).
- D The Customer has separately applied to connect additional solar generation from the Generation Plant (*Further Application*).
- E The Distributor has approved the Further Application on the condition that the parties amend the Agreement to reflect the changes arising from the approved Further Application. Accordingly, the parties have agreed to enter into this amendment agreement including Annexure A and Annexure B (*Amendment Agreement*).

THE PARTIES AGREE as follows:

1 **AMENDMENT**

1.1 **Amendment**

With effect from the date this Amendment Agreement is executed by both parties, Schedule 1 of the Agreement is replaced with the new Schedule 1 annexed to this Amendment Agreement as "Annexure A".

1.2 **Conformed Contract**

A conformed version of the Agreement, reflecting the amendment in clause 1.1 and including the Approval Notices issued including in relation to the Further Application above is annexed to this Amendment Agreement as "Annexure B".

2 **GENERAL**

2.1 **Interpretation**

Except where expressly defined within this Amendment Agreement, capitalised terms have the meaning given to them in the Agreement.

2.2 **Agreement to Continue**

Except to the extent to which they are varied by this Amendment Agreement, the terms and conditions expressed and implied in the Agreement will continue in full force.

2.3 **Counterparts and Delivery**

This Amendment Agreement may be executed in any number of counterparts. Once the parties have executed the counterparts, and each party has received a copy of each signed counterpart which that party did not execute, each counterpart will be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

2.4 **Further Assurances**

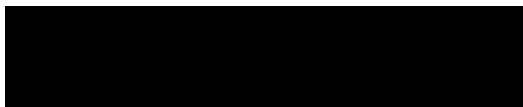
Each party must do any thing, including execute and deliver any documents, including authority and instruction forms, as may reasonably be required by any other party to obtain the full benefit of this Amendment Agreement according to its true intent.

2.5 **Entire agreement**

This agreement records the entire agreement between the parties concerning the amendment of the Agreement.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Northpower Limited (Electricity Network)** by:



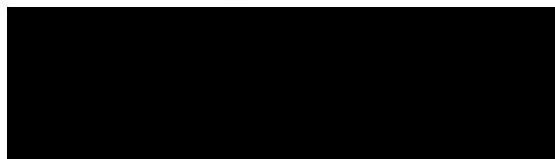
Authorised signatory

Name: Mike Gibbs

Position: Chief Operating Officer - Network

Date: 24-09-24

Signed for and on behalf of **Northpower Limited (Northpower Renewables)** by:



Name: Ollie O'Neill

Position: Chief Financial Officer

Date: 24-09-24

ANNEXURE A TO AMENDMENT AGREEMENT

SCHEDULE 1: KEY DETAILS

1	Expiry Date	The date 30 years after the end of the Pre-Connection Period.
2	Customer Premises	132 Access Road, Ruawai, Northland Section 92 Block XV Tokatoka SD NA1111/153 and Part Section 47 Block XV, Tokatoka SD NZ427/174
3	Generation Plant	Solar Farm
4	Customer Point of Connection	At the bushing of the circuit breaker to be vested to the Distributor connecting the solar farm to the Distributor's Network. As detailed in the final design drawings to be supplied.
5	Technical limits to be observed by Customer	<p>At the Customer Point of Connection:</p> <ul style="list-style-type: none"> - Maximum Injection Entitlement: 20.06 MW at 33kV, being the aggregate limit arising from separate applications to connect the Generation Plant for: <ul style="list-style-type: none"> o 13.5MW; o 0.46MW; and o 6.1MW respectively. - Voltage maintained at -3%, +4.6% of Nominal voltage (33kV); and - Maximum current injection of 399 amps. <p>At the MTO Grid exit point (Maungaturoto GXP):</p> <ul style="list-style-type: none"> - Compensate for the Generation Plant's impact on reactive power to maintain Required Power Factor at "Regional Peak Demand Periods" (as that term is defined in the Transpower Benchmark Agreement) or otherwise as prescribed by the Transmission Provider from time to time which, as at the date of this Agreement, is unity power factor.
6	Distributor Equipment	Ring Main Unit and associated cabling Protection panels, including relays and battery banks Local service transformer and other associated equipment to be finalised on completion of detailed design.
7	Liability Cap	<p>Subject to clause 13.4(b), the Distributor's liability in respect of a single event or series of events arising from the same event or circumstance is capped at \$5 million</p> <p>Subject to clause 13.4(b), the Customer's liability in respect of a single event or series of events arising from the same event or circumstance is capped at \$5 million</p>
8	Public Liability Insurance	\$10 million

9 **Addresses for notices**

Distributor

Chief Operating Officer - Network, Northpower Limited, 28 Mt Pleasant Rd, Raumanga, Whangarei 0110.
Email: info@northpower.com

Customer

Northpower Limited (Northpower Renewables)
28 Mt Pleasant Rd, Raumanga, Whangarei 0110.
Email: [REDACTED]

Attention: Andrea Greenhalgh

Distributed Generation Connection Agreement

Between

Northpower Limited (Northpower
Renewables)

And

Northpower Limited (Electricity Network)

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SECTION 101 - GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, BRIDGES, AND STRUCTURES, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATERWAYS AND MARINE STRUCTURES, BOTH PUBLISHED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF MISSOURI.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES DURING THE CONSTRUCTION PERIOD.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF MISSOURI.

7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES DURING THE CONSTRUCTION PERIOD.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF MISSOURI.

Distributed Generation Connection Agreement

Date: 24-09-24

PARTIES

Northpower Limited (Electricity Network) company number 524776, with registered offices at 28 Mount Pleasant Road, Whangarei, 0110, New Zealand (*Distributor*)

Northpower Limited (Northpower Renewables) company number 524776, with registered offices at 28 Mount Pleasant Road, Whangarei, 0110, New Zealand (*Customer*)

BACKGROUND

- A The Distributor owns and operates the Distribution Network.
- B The Customer plans to construct the Generation Plant, comprising a solar array, to be located at Access Road, Ruawai (*Project*).
- C On completion of the Generation Plant, the Customer wishes to connect the Generation Plant to the Distribution Network and to receive the Line Services from the Distributor.
- D Under this Agreement, the Distributor agrees to permit the connection of the Generation Plant to the Distribution Network and to provide the Line Services on the terms of this Agreement.
- E The parties have negotiated and agreed to the terms set out in this Agreement instead of any regulated terms available by default under the Code.

THE PARTIES AGREE as follows:

1 COMMENCEMENT AND TERM

1.1 Conditional Agreement

This Agreement will commence 5 Business Days after all the Conditions Precedent have been satisfied or waived, and unless terminated earlier in accordance with its terms, will continue until the Expiry Date.

1.2 Effect of Conditions Precedent

This Agreement is conditional on the following Conditions Precedent:

- (a) the Customer has entered into a Works Agreement in a form reasonably acceptable to the Distributor within 6 months of the date of this Agreement;
- (b) the Customer making a final investment decision to proceed with the Project within the Condition Period; and
- (c) the Distributor giving notice to the Customer approving a valid "final application" of the Customer relating to provision of distributed generation by the Generation Plant, as contemplated by clause 18 of Schedule 6.1 of the Code (*Approval Notice*).



1.3 Conditions Precedent may be waived

Neither party will have any rights and obligations under this Agreement until all the Conditions Precedent have been satisfied or waived except as set out in this clause 1 and clauses 18 to 20.

The Conditions Precedent are for the benefit of the following parties:

- (a) the Condition Precedent in clause 1.2(a) is for the benefit of both parties and can only be waived by agreement in writing of both parties;
- (b) the Condition Precedent in clause 1.2(b) is for the sole benefit of the Customer and can only be waived by the Customer giving written notice to the Distributor; and
- (c) the Condition Precedent in clause 1.2(c) is for the sole benefit of the Distributor and can only be waived by the Distributor giving written notice to the Customer.

Any waiver of a Condition Precedent may not be retracted and the Condition Precedent which has been waived will be deemed to have been satisfied on the date of waiver.

1.4 Cancellation

If the Conditions Precedent have not been satisfied or waived by the end of the Condition Period, then at any time before all the Conditions Precedent have been satisfied or waived, either party may cancel this Agreement by giving notice to the other, in which case neither party will have any rights or remedies against each other under or in connection with this Agreement.

1.5 Renewal

If the Customer wishes to extend the Term, it shall give written notice to the Distributor at least 12 months before the Expiry Date and the parties shall use reasonable endeavours to negotiate an extension of the Term.

2 PRE-CONNECTION PERIOD

2.1 Pre-connection obligations limited

Notwithstanding clause 1.1, the parties will have no obligations under clauses 3 - 11 of this Agreement until the expiry of the Pre-Connection Period.

2.2 Steps prior to connection

The Pre-Connection Period will begin on the Commencement Date and will end on the date notified by the Distributor to the Customer that all of the following steps have been completed (or expressly waived by notice from the Distributor to the Customer):

- (a) the Customer has met all conditions required by the Approval Notice to be met in order for the Distributor to connect the Generation Plant to the Distribution Network and commence providing Line Services to the Customer;
- (b) works required under the Works Agreement have been completed and all assets vested the Distributor as contemplated by the Works Agreement so as to permit the Customer to receive backfeed from the Distribution Network in accordance with Good Electricity Industry Practice;





- (c) the Generation Plant is ready for energisation and the Customer has provided to the Distributor a plan for the Commissioning Tests, which:
 - (i) includes a timetable containing the sequence of events necessary to connect the Generation Plant to the Distribution Network and conduct any test;
 - (ii) contains the protection settings to be applied before livening of the solar inverters;
 - (iii) contains the procedures for commissioning or testing the solar inverters that safeguards against risk of injury to personnel, damage to the Generation Plant or the Distributor's Network, or the ability of the Distributor and the Customer to comply with its obligations under the Agreement;
 - (iv) has been prepared by the Customer in consultation with Distributor; and
 - (v) has been approved in writing by the Distributor (such approval not to be unreasonably withheld);
- (d) the Distributor has received full payment by the Customer of all amounts owing under the Works Agreement;
- (e) the Customer has discharged all of its obligations under the Works Agreement, including all of its payment obligations and any obligations concerning the passing of rights, interest and title in works and equipment to the Distributor;
- (f) subject to clause 2.3, the Generation Plant and all works that the Distributor reasonably considers necessary in order to allow the connection of the Generation Plant to the Distribution Network via the Customer Point of Connection in accordance with Good Electricity Industry Practice, including any works required by the Transmission Provider (whether included in the Works Agreement or not) to support the conveyance of electricity generated via the Generation Plant through to a grid injection point and through the interconnected grid (*Connection Works*) have been completed by the Customer;
- (g) the Customer has executed the Asset Ownership Agreement transferring the Customer's rights, title and interest in the Connection Works to the Distributor; and
- (h) the Customer has given written notice to the Distributor of any warranties procured over components that will be vested to the Distributor including disclosing:
 - (i) each relevant component;
 - (ii) each supplier responsible for supplying the warranty; and
 - (iii) the details of each warranty including the nature of enforceability of the warranty (e.g. direct deed, assignable right, enforceable third party right), the terms and conditions of the warranty and the warranty period.

2.3 Extension of Connection Window

- (a) Subject to clause (b) below, if the Connection Works are not completed within the Connection Window:





- (i) the Distributor may by notice to the Customer extend the Connection Window for any reason;
- (ii) to the extent the non-completion of the Connection Works was due to any requirement or action of the Transmission Provider or any Non-Trivial delay by the Distributor either of which demonstrably affected the critical path of the Customer's programme to meet the Pre-Connection Steps and the impact could not reasonably have been prevented or mitigated by the Customer exercising reasonable skill, care and foresight (*Uncontrollable Impact*), the Customer may request by notice to the Distributor, and the Distributor shall, extend the Connection Window by a proportionate period necessary to accommodate the effect of the Uncontrollable Impact;
- (iii) to the extent the non-completion of the Connection Works was due to a Customer Force Majeure Event
 - (A) for which the impact on the Customer's ability to complete the Connection Works continues for a period of three months or longer; and
 - (B) which could not reasonably have been prevented or mitigated by the Customer exercising reasonable skill, care and foresight,

then the Connection Window will be extended by a proportionate period necessary to accommodate the effect of the Customer Force Majeure Event, provided that:

 - (C) the Customer has complied with its obligations under clauses 15.2 and 15.3; and
 - (D) the Connection Window will not be extended due to a Customer Force Majeure Event for more than 12 months (unless the parties agree otherwise in writing).
- (b) Any and all extensions of the Connection Window under clause 2.3(a), when aggregated, will not cause the Connection Window to extend beyond the end of 48 months from the Commencement Date (unless the parties agree otherwise in writing).

3 CONNECTION AND LINE SERVICES

3.1 Connection

On and from the end of the Pre-Connection Period, the Distributor will permit the Generation Plant to be connected to the Distribution Network at the Customer Point of Connection, and will provide the Line Services to the Customer, on the terms in this Agreement. The Distributor will not disconnect or suspend the provision of the Line Services or interfere with, or cause damage to, the Generation Plant or the Customer's Premises, except as expressly permitted under this Agreement.

3.2 Line Services

Subject to the terms of this Agreement, the Distributor will provide the Line Services in accordance with all applicable Laws, Good Electricity Industry Practice, and the Connection Standards. The Distributor may subcontract any part of its obligations under this Agreement, although this will not relieve the Distributor of any of its obligations or liabilities.

Controlled Document





3.3 Supply of information

The Distributor will provide the Customer with such information or documentation relating to the Distributor's Equipment and the Distribution Network as the Customer may reasonably request from time to time for the purpose of complying with technical or operational matters.

3.4 Connection Standards

- (a) The Distributor may amend (including to add, vary or remove parts of) the Connection Standards from time to time, subject to this clause 3.4.
- (b) If the Distributor proposes to amend the Connection Standards in a way that could reasonably be expected to materially increase the burden, or materially decrease the benefit, of this Agreement to the Customer, the Distributor shall take all reasonable steps to begin consultation with the Customer on the proposed changes to the Connection Standards at least 180 days before it proposes to implement such changes. The Distributor will, to the extent reasonably practicable, take into account the Customer's circumstances and preferences (including any deviations expressly identified in the Approval Notice, any reasonable requirements proposed by the Customer, and all of the Customer's obligations to the System Operator and the Transmission provider imposed by the Code), in each case as advised by the Customer to the Distributor in writing in the course of that consultation).
- (c) The Distributor shall not propose any amendments to the Connection Standards that would require the Customer to breach any applicable Law or the Code, or to act inconsistently with Good Electricity Industry Practice.
- (d) The Distributor shall ensure that any amendments to the Connection Standards are limited to the amendments the Distributor considers are reasonably necessary or desirable to enable the Distributor to continue to operate and maintain the Distribution Network in accordance with all applicable Laws (including the Code) and Good Electricity Industry Practice.
- (e) The Parties acknowledge that if a Regulatory Change in the Customer's obligations to the System Operator and/or Transmission Provider constrains the Distributor in making amendments to the Connection Standards that the Distributor considers reasonably necessary or desirable to enable the Distributor to continue to operate and maintain the Distribution Network in accordance with all applicable Laws (including the Code) and Good Electricity Industry Practice, the impact of that Regulatory Change on the Parties' rights and obligations under this Agreement will be determined in accordance with clause 17.
- (f) The Distributor shall give written notice to the Customer at least 90 days before the amended Connection Standards are intended to become effective and the Customer shall, within 90 days of the Distributor's notice (or such longer period agreed between the parties, acting reasonably), make any required changes to the Generation Plant to comply with the amended Connection Standards.
- (g) Each amended version of the Connection Standards will be effective once uploaded to the Distributor's website, provided that an amendment to the Connection Standards will not bind the Customer under this Agreement to the extent that it does not comply with the requirements of this clause 3.4.

Controlled Document



4 CUSTOMER OBLIGATIONS

4.1 General obligations

The Customer will:

- (a) maintain and operate the Generation Plant in accordance with all applicable Laws, Good Electricity Industry Practice, and the Connection Standards (subject to any deviations from the Connection Standards expressly identified in and agreed as part of the Approval Notice);
- (b) maintain and operate the Generation Plant within the design limits approved by the Distributor as part of the Customer's Application, including limits on the contribution of the Generation Plant to the available Distribution Network equipment rating and fault levels on the Distribution Network;
- (c) promptly notify the Distributor on becoming aware of any fault that is affecting or may affect the Distribution Network in a Non-Trivial manner, and keep the Distributor updated with all information available to the Customer about the fault, its underlying causes, and remediation efforts;
- (d) ensure that it is and remains a participant within the meaning of the Code, and party to a contract with a Retailer to purchase or supply (as applicable) all electricity injected into or taken from the Distribution Network at the Customer Point of Connection, or any other alternative arrangement/s which are compliant with the Code;
- (e) not make any changes to the Generation Plant that could cause any Non-Trivial impact on the Distribution Network or the Grid, without the Distributor's prior consent (not to be unreasonably withheld);
- (f) ensure there is no interconnection between the Distribution Network and the Generation Plant other than at the Customer Point of Connection, unless authorised under this Agreement;
- (g) except as otherwise provided for under this Agreement or with the Distributor's prior consent:
 - (i) not connect, disconnect or reconnect the Generation Plant to/from the Distribution Network (to avoid doubt, this does not restrict the connection, disconnection or reconnection of individual generation units from the electrical system within the Generation Plant);
 - (ii) not (and not attempt to) inject, export or generate any electricity into or from the Distribution Network;
 - (iii) not carry out or cause or permit to be carried out or caused, any unauthorised load control signalling or the conveyance of any other signals through the Distribution Network, except with the Distributor's prior approval; and
- (h) comply at all times with the requirements of the System Operator; and
- (i) at all times in relation to the operation of the Generation Plant, exercising Good Electricity Industry Practice, proactively:





- (i) monitor:
 - (A) the level of electricity injected into the Distribution Network; and
 - (B) for any matters that could be expected to endanger persons or property, or that could interfere with the quality or reliability of the conveyance of electricity over the Distribution Network, and
- (ii) take such actions as reasonably necessary to:
 - (A) ensure that the Maximum Injection Entitlement is not exceeded; and
 - (B) avoid endangering persons or property or interference with the quality or reliability of the conveyance of electricity over the Distribution Network; and
 - (C) where the Distributor notifies the Customer or the Customer should reasonably be aware that capacity on the Distribution Network is temporarily unable to accommodate the Maximum Injection Entitlement (e.g., because of an outage) (**Capacity Restriction**), coordinate with the Distributor, and reduce the electricity it injects into the Distribution Network in accordance with the Distributor's Congestion Management Policy forming part of the Connection Standards, so as to ensure the safe functioning of the Distribution Network during the Capacity Restriction.

4.2 Operating parameters for Generation Plant

Subject to the Connection Standards which, in the event of an inconsistency, shall prevail over the following terms, the Customer will:

- (a) not inject electricity into the Distribution Network in excess of the Maximum Injection Entitlement;
- (b) comply with the voltage and other operational requirements specified as part of the Maximum Injection Entitlement;
- (c) ensure that the Power Factor remains at all times within the range set out in Schedule 1;
- (d) comply with all conditions specified by the Distributor in the Approval Notice, to the extent that such conditions apply during and from the connection of the Generation Plant to the Distribution Network;
- (e) ensure the levels of harmonic voltages and currents injected back into the Network from the Customer Premises conform with the New Zealand Electrical Code of Practice for Harmonic Levels NZECP 36:1993 as updated or replaced from time to time, as well as the design parameters approved by the Distributor as part of the Customer's Application, and any other codes of practice, standards, or guidance regarding the same subject matter reasonably expected to be complied with by a generator acting in accordance with Good Electricity Industry Practice;
- (f) ensure that the Generation Plant does not exceed any Harmonic Generation Limit notified by the Distributor to the Customer from time to time, provided that:

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- (i) if and to the extent that a Harmonic Generation Limit may be required for the Distributor to comply with obligations to or conditions imposed by the System Operator or Transmission Provider:
 - (A) the Distributor will use reasonable endeavours to give the Customer as much advance notice as reasonably practicable of any proposal to implement such a Harmonic Generation Limit;
 - (B) the Distributor will use reasonable endeavours to keep the Customer informed of all related discussions with the System Operator or Transmission Provider (as the case may be), and provide a reasonable opportunity to participate in those discussions; and
 - (C) the Distributor will not impose such a Harmonic Generation Limit any sooner than is necessary to comply with the obligations to or conditions imposed by the System Operator or Transmission Provider;
- (ii) for any period in which there is no Harmonic Generation Limit, the Customer is not prohibited from operating the Generation Plant in a manner that produces harmonic distortion, provided the Customer complies with its other obligations in this Agreement, including in clauses 4.2(d) and 4.2(e) above;
- (iii) nothing in this Agreement confers to the Customer an entitlement to a minimum Harmonic Generation Limit, or a minimum period of time before which the Distributor may set or change a Harmonic Generation Limit, provided that the Distributor provides written notice to the Customer of any new, or amended, Harmonic Generation Limit; and
- (iv) if the Customer fails to comply with the Harmonic Generation Limit within the period determined by the Distributor in accordance with this clause, the Distributor may Disconnect the Customer Point of Connection until the Customer complies with the Harmonic Generation Limit, provided that the Customer will be entitled to reconnect to test its compliance with the Harmonic Generation Limit after having undertaken mitigation measures subject to a testing plan being agreed between the parties.
- (g) use all reasonable endeavours to ensure that voltage fluctuations are kept to below the figure stated in Schedule 1, unless otherwise agreed with the Distributor in writing.

4.3 Supply of information

The Customer will provide the Distributor with:

- (a) such information or documentation relating to the Generation Plant as the Distributor may reasonably request from time to time, including details of any changes to the Generation Plant with any relevant drawings or schematics, provided that:
 - (i) this will not require the Customer to disclose information in breach of any third party confidentiality commitments, but:
 - (A) when agreeing to any confidentiality obligation that may restrict the disclosure of such information to the Distributor, the Customer must use reasonable endeavours to include an exception allowing disclosure to the Distributor on a confidential basis as contemplated in this Agreement; and

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- (B) the Customer must use reasonable endeavours to obtain consent from the third party to allow the disclosure of such information under this Agreement, including investigating what additional conditions on disclosure might assist in making that consent forthcoming, and consulting with the Distributor on its ability to comply with such conditions; and
- (ii) the Distributor acknowledges and agrees that any model information that the Customer provides to the Distributor, including the source code and/or functional block diagrams of the power system simulation model representing the Generation Plant, will be encrypted;
- (b) quarterly estimates and projections of electricity that is likely to be drawn from the Distribution Network at the Customer Point of Connection, in the form of a rolling 12 month forecast updated quarterly;
- (c) monthly estimates and projections of electricity that is likely to be generated at the Customer Point of Connection and injected into the Distribution Network, in the form of a rolling 12 month forecast updated quarterly; and
- (d) such other information as the Distributor may reasonably require from time to time for the purpose of calculating the Charges or otherwise assessing the Customer's performance of its functions or obligations under this Agreement, and to enable the Distributor to carry out its obligations under this Agreement, and to manage and ensure the efficient and safe operation of the Distribution Network.

All information provided by the Customer under this clause 4.3 will be treated as Confidential Information of the Customer under clause 12.

4.4 Material reduction in supply

If the Customer intends to reduce the injection of electricity into the Distribution Network from the Generation Plant by 25% or more of the Maximum Injection Entitlement, either permanently or for a period greater than six months, whether as a result of the cessation or reduction of operations at the Generation Plant or for any other reason, the Customer must give the Distributor not less than 6 months' notice.

5 INTERRUPTIONS

5.1 Grounds for Interruption by the Distributor

The Distributor, acting in accordance with Good Electricity Industry Practice, may Interrupt the conveyance of electricity to or from the Customer Point of Connection:

- (a) to carry out any inspections, alterations, maintenance or repairs to any part of the Distribution Network, as necessary to restore the operation of the Distribution Network in the event of an unplanned outage;
- (b) to carry out any inspections, alterations, maintenance, repairs, vegetation clearance, enhancements or additions to any part of the Distribution Network, as part of a planned outage;
- (c) to comply with Law, or a request or instruction received from the System Operator or Transmission Provider, or, if communication with the System Operator or Transmission Provider has been lost, to comply with instructions that the Distributor reasonably

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believes it would have received from the System Operator or Transmission Provider had communication been maintained;

- (d) to avoid endangering persons or property or to avoid interference with the quality or reliability of the conveyance of electricity over the Distribution Network;
- (e) in case of emergency to preserve and protect the proper working of the Distribution Network, the Grid or any other system through which the Distribution Network directly or indirectly receives electricity or to preserve supply generally;
- (f) to mitigate the effects of harmonic distortion on the Distribution Network if the Customer fails to comply with clause 4.2(f);
- (g) to enable the Distributor to manage capacity constraints on the Distribution Network, including in accordance with the Distributor's Connection Standards, provided that in doing so the Distributor must use reasonable endeavours to ensure that injection from the Generation Plant is curtailed only to the extent necessary to resolve the capacity constraint; and/or
- (h) for any other purpose that, in the Distributor's reasonable opinion and in accordance with Good Electricity Industry Practice, requires the Interruption.

5.2 Grounds for Interruption by the Customer

The Customer may (acting in accordance with Good Electricity Industry Practice) Interrupt the conveyance of electricity to or from the Customer Point of Connection:

- (a) to carry out any inspections, alterations, maintenance or repairs to any part of the Generation Plant, as necessary to restore the operation of the Generation Plant in the event of an unplanned outage;
- (b) to carry out any inspections, alterations, maintenance, repairs, vegetation clearance, enhancements or additions to any part of the Generation Plant, as part of a planned outage;
- (c) to comply with Law, or a request or instruction received from the System Operator or, if communication with the System Operator has been lost, to comply with instructions that the Customer reasonably believes it would have received from the System Operator had communication been maintained;
- (d) to avoid endangering persons or property or to avoid interference with the quality or reliability of the conveyance of electricity over the Distribution Network;
- (e) in case of emergency to preserve and protect the proper working of the Generation Plant;
- (f) for any other purpose that, in the Customer's reasonable opinion and in accordance with Good Electricity Industry Practice, requires the Interruption.

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5.3 Procedure

Where a party (*Interrupting Party*) Interrupts or proposes to Interrupt the conveyance and/or transfer of electricity to or from the Connection Point:

- (a) subject to clause 5.3(b), where the Interruption can be planned, the Interrupting Party will consult with the other party with regard to the timing of that Interruption, and will give the other party not less than 5 Business Days' prior notice of the Interruption, advising the date and time and expected duration of the Interruption, and the reasons for and areas affected by the Interruption;
- (b) where the Interruption cannot be planned, or the Interrupting Party reasonably considers that the Interruption must be effected on an urgent basis, the Interrupting Party will give the other party as much notice as is reasonably practicable, and will give reasons for the Interruption and details of its expected duration;
- (c) resume the delivery or injection of electricity to or from the Customer Connection Point as soon as reasonably practicable; and
- (d) the Interrupting Party must act in accordance with Good Electricity Industry Practice.

5.4 Change timing

Where the Interrupting Party gives notice under clause 2.5(a) or 5.2(a), and the other party advises the Interrupting Party no later than 3 Business Days before the scheduled date for the Interruption that the Interruption is not suitable, the Interrupting Party will negotiate in good faith with the other party with a view to agreeing a more acceptable date and time for the Interruption. If no agreement is reached, or if the Interrupting Party reasonably considers that it is necessary for the Interruption to take place at the previously notified date and time, the Interrupting Party will be entitled to implement the Interruption as previously notified.

6 DISCONNECTION

6.1 Grounds for Disconnection

The Distributor may Disconnect the Customer Point of Connection and suspend the Line Services:

- (a) in accordance with a request from the Customer;
- (b) if the Customer is subject to an Event of Default;
- (c) to comply with a Law, or a request or instruction received from the System Operator or, if communication with the System Operator has been lost, to comply with instructions that the Distributor reasonably believes it would have received from the System Operator had communication been maintained;
- (d) if the Distributor acting reasonably considers it necessary to avoid endangering persons or property;
- (e) in case of emergency, if the Distributor acting reasonably considers it necessary to preserve and protect the proper working of the Distribution Network, the Grid or any other system through which the Distribution Network directly or indirectly receives electricity or to preserve supply generally; or

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- (f) on termination or expiry of this Agreement, provided that expiry of this Agreement shall not prejudice any rights the Customer may have under the Code to connect to the Generation Plant to the Network on the Regulated Terms. If prior to expiry of this Agreement the Customer has obtained approval under the Code to re-connect on the Regulated Terms upon expiry of this Agreement, then the Distributor shall not Disconnect the Customer Point of Connection on expiry of this Agreement.

Any Disconnection must be effected by the Distributor in accordance with the Distributor’s own documented technical and safety requirements and in accordance with Good Electricity Industry Practice.

6.2 Notice of Disconnection

Where the Distributor Disconnects, or proposes to Disconnect, the Customer Point of Connection it will, wherever reasonably practicable, give the Customer at least 10 Business Days’ prior notice of the Disconnection.

6.3 Reconnection

- (a) Except in the case of a Disconnection under clause 6.1(a) or 6.1(f), the Distributor will reconnect the Generation Plant and resume providing the Line Services as soon as reasonably practicable once the grounds for Disconnection have been addressed to the Distributor’s reasonable satisfaction.
- (b) In the case of a Disconnection under clause 6.1(a), the Distributor will reconnect the Generation Plant and resume providing the Line Services within 20 Business Days of the Customer’s notice requesting to reconnect the Generation Plant.

6.4 Disconnection costs and liabilities

Except where the Customer has terminated this Agreement for a Distributor’s Event of Default, the Customer will:

- (a) reimburse the Distributor for all direct out-of-pocket costs reasonably incurred by the Distributor for the purpose of carrying out the Disconnection, and any subsequent reconnection; and
- (b) indemnify the Distributor against all third party claims (including any liabilities arising from those claims, and any costs reasonably incurred in defending or settling those claims) brought against the Distributor as a result of the Disconnection.

7 RIGHTS OF ACCESS

7.1 Rights of entry onto Customer Premises

- (a) The Customer will provide the Distributor and its Personnel and agents safe and unobstructed access onto the Customer Premises for any of the following purposes:
 - (i) to inspect, maintain, operate or upgrade the Distributor Equipment;
 - (ii) to verify whether the Generation Plant complies with the requirements of this Agreement, including where applicable the Connection Standards;
 - (iii) to install, read, maintain or upgrade Metering Equipment procured by or for the Distributor, or to verify metering information provided to the Distributor by or on behalf of the Customer;

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- (iv) to connect or Disconnect the Customer Point of Connection in accordance with this Agreement;
- (v) to take any action in relation to the Distributor Equipment that the Distributor considers necessary to ensure the safety of persons or property;
- (vi) to enable the Distributor to gain access to and to remove any of the Distributor Equipment following the termination of this Agreement;
- (vii) to ascertain the cause of any interference in the reliability or quality of supply on the Distribution Network or the Grid; and
- (viii) for any other purpose as reasonably necessary for the Distributor to exercise its rights and/or perform its obligations under this Agreement.

7.2 Access Conditions

In exercising its access rights under clause 7.1, the Distributor will:

- (a) give at least 3 Business Days' notice to the Customer if the Distributor intends to access the Customer Premises for any reason (except if the Distributor requires access in an emergency situation);
- (b) cause as little disturbance or inconvenience as practicable to the Customer (including minimising any direct impact on the Customer Premises);
- (c) not interfere with any equipment located on the Customer Premises, other than the Distributor Equipment;
- (d) observe Good Electricity Industry Practice; and
- (e) comply with the Customer's reasonable security, health and safety requirements in respect of access to the Customer Premises, as notified to the Distributor from time to time.

7.3 Rights at Law remain

The access rights under this clause 7 are in addition to any right of access the Distributor may have at Law.

8 METERING

8.1 Primary Metering Equipment

The Customer will:

- (a) ensure that Primary Metering Equipment is installed and maintained at the Customer Point of Connection in accordance with applicable Law (including the Code), at no cost to the Distributor;
- (b) ensure the Primary Metering Equipment provides all of the data reasonably required by the Distributor to measure the electricity injected or received at the Customer Connection Point and to accurately calculate the Charges; and





- (c) ensure the Distributor is provided with a full reading from the Primary Metering Equipment within 4 Business Days' after the end of each month, in the format reasonably required by the Distributor, at no cost to the Distributor.

8.2 Additional Metering Equipment

Either party may, at its own cost, install and maintain additional Metering Equipment (whether owned by that party or a third party) for metering data verification purposes or other purposes, provided that the additional Metering Equipment complies with applicable Law (including the Code), does not interfere with any other equipment owned or used by the other party, and the party installing the additional Metering Equipment ensures that it is installed and maintained in accordance with Good Electricity Industry Practice.

8.3 Testing of Primary Metering Equipment

- (a) The Customer shall regularly test the Primary Metering Equipment for accuracy using Calibration Equipment, in accordance with applicable Law (including the Code).
- (b) The Distributor may, by notice to the Customer request that the Primary Metering Equipment be tested for accuracy, in which case the Customer will promptly arrange for those tests to be carried out using Calibration Equipment.

8.4 Inaccurate Primary Metering Equipment

If it is discovered that the Primary Metering Equipment is inaccurate, the Customer will promptly arrange for it to be adjusted, repaired or replaced as necessary at the Customer's expense, and the quantity of electricity delivered during the Period of Inaccuracy will be determined in accordance with the Code:

- (a) using the measurements of any additional Metering Equipment installed pursuant to clause 8.2;
- (b) in the absence of any such additional Metering Equipment, by correcting the inaccuracy if the percentage of inaccuracy is ascertainable by calibration, recalibration, tests or mathematical calculation; or
- (c) in any other case, estimating the quantity of electricity delivered using as a basis the quantity of electricity delivered during periods in similar conditions where the Primary Metering Equipment was measuring accurately,

and the Distributor will revise the Charges based on the recalculated information in accordance with clause 10.4.

9 PROTECTION OF DISTRIBUTION NETWORK AND DISTRIBUTOR EQUIPMENT

9.1 Protection of Generation Plant

- (a) The Distributor will not (and will ensure that its Personnel and invitees do not) damage or interfere with the Generation Plant, except as expressly permitted by this Agreement or otherwise with the Customer's prior approval.
- (b) Subject to the exclusions and limitations of liability in clause 13, if any part of the Generation Plant is damaged or interfered with by the negligence of or breach of this Agreement by the Distributor or its Personnel or invitees, then the Distributor will pay the reasonable and demonstrable cost of making good the damage or interference to the Customer.



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- (c) To avoid doubt, the Distributor will not be liable for any damage to or interference with the Generation Plant under clause 9.1 to the extent such damage or interference would not have occurred but for the absence, failure or malfunction of any electrical protection provided for as part of the Generation Plant in the designs approved by the Distributor as part of the Customer's Application.
- (d) If the Distributor discovers any interference or damage to the Generation Plant, the Distributor will notify the Customer as soon as practicable.
- (e) If reasonably required by the Customer, in the event of suspected damage to or interference with the Generation Plant involving the Distributor's Personnel or invitees, the Distributor will carry out an investigation and present the findings to the Customer within a reasonable period (and in any event within ten days).
- (f) The cost of any investigation carried out under clause 9.1(e) shall be borne by:
 - (i) the Distributor, if it is discovered that the Distributor or its subcontractors, agents, or invitees have damaged or interfered with the Generation Plant and the Distributor has failed to provide reasonable protection against interference to the Generation Plant; and
 - (ii) the Customer, in all other circumstances.

9.2 Ownership of assets

The Customer acknowledges and agrees that the Distribution Network and the Distributor Equipment, including any part of the Distribution Network or Distributor Equipment situated on the Customer Premises, are and will remain the sole property of the Distributor.

9.3 Protection of Distribution Network

The Customer will not (and will ensure that its Personnel and invitees do not) damage or interfere with the Distribution Network, except as expressly permitted by this Agreement or otherwise with the Distributor's prior approval.

9.4 Protection of Distributor Equipment

- (a) If required by the Distributor, the Customer will provide and maintain, at no cost to the Distributor and in accordance with Good Electricity Industry Practice, suitable space for the safe and secure housing of the Distributor Equipment located at the Customer Premises.
- (b) The Customer will not (and will ensure that its Personnel and invitees do not) damage or interfere with the Distributor Equipment, except as expressly permitted by this Agreement or otherwise with the Distributor's prior approval.
- (c) The Customer, acting in accordance with Good Electricity Industry Practice, may interfere with the Distributor Equipment to the extent that urgent action is necessary to protect the health or safety of persons or to prevent damage to property.
- (d) Subject to the exclusions and limitations of liability in clause 13, if any part of the Distributor Equipment or Distribution Network is damaged or interfered with by the negligence of or breach of this Agreement by the Customer or its Personnel or invitees, then the Customer will pay the reasonable and demonstrable cost of making good the damage or interference to the Distributor.

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- (e) If the Customer discovers any interference or damage to the Distributor's Equipment, the Customer will notify the Distributor as soon as practicable.
- (f) If reasonably required by the Distributor, in the event of suspected damage to or interference with the Distributor Equipment at the Customer Premises, the Customer will carry out an investigation and present the findings to the Distributor within a reasonable period (and in any event within ten days).
- (g) The cost of any investigation carried out in accordance with clause 9.4(f) shall be borne by:
 - (i) the Customer, if it is discovered that the Customer or its subcontractors, agents, or invitees have damaged or interfered with the Distributor Equipment, or if the interference has been by a third party and the Customer has failed to provide reasonable protection against interference to the Distributor Equipment; and
 - (ii) the Distributor, in all other circumstances.

9.5 Remediation

- (a) If the Distributor reasonably determines that:
 - (i) the Generation Plant interferes, or might reasonably be expected to interfere, with, the quality or reliability of electricity transported across the Distribution Network, or with the operation of any of the Distributor's signalling or other Fittings; and/or
 - (ii) as a result of changes to the Generation Plant, or a failure by the Customer to comply with this Agreement, the Distributor will need to incur expenditure in order to maintain and operate the Distribution Network in accordance with Good Electricity Industry Practice and meet its obligations under this Agreement,

then without limiting the Distributor's rights under clauses 5 and 6, the Distributor may give notice to the Customer, in which case:

- (iii) the Customer will remedy the matter at its own cost as soon as practicable and in any event within 10 Business Days of receiving the notice; and
- (iv) if the Customer fails to remedy the matter within 10 Business Days (or such other period agreed by the parties), the Distributor may:
 - (A) Disconnect the Customer Point of Connection until the Customer has remedied the cause of the interference; and/or
 - (B) install equipment or undertake work in order to remedy the cause of the interference,

and in each case, the Customer will pay the reasonable and demonstrable costs incurred by the Distributor as a result.
- (b) If the Customer disputes the Distributor's determination under clause 9.5(a), the Customer may refer the matter to a single third-party expert (*Expert*) after giving notice to the Distributor of its intention to refer the matter to an Expert.





- (i) The Expert shall be appointed on the agreement of the parties or, failing agreement within 10 Business Days of the Customer's notice that the Distributor's determination is to be referred to an Expert, by the president of the Arbitrators' and Mediators' Institute of New Zealand (*AMINZ*) or his or her nominee, whose decision shall be final and binding on the parties (provided that such president or nominee may not appoint a person the parties have already failed to agree to appoint under this paragraph). The Expert shall not be a present or former employee or agent of, or consultant or counsel to, any party or any affiliate thereof.
- (ii) The parties acknowledge that the dispute is to be determined promptly and cost effectively, with the objective that the dispute is determined fairly and in a manner which is proportionate to the issues in dispute.
- (iii) The Expert is to determine the dispute acting as an expert and not as an arbitrator.
- (iv) In determining the dispute, the Expert is to act independently and impartially, and shall otherwise comply with the AMINZ Code of Ethics, and shall discharge the duties of the expert in accordance with all guidance notes, protocols and relevant procedures issued by AMINZ from time to time.
- (v) The expert shall adopt procedures commensurate with the objectives outlined in clause 9.5(b)(ii), including:
 - (A) organising preliminary conferences;
 - (B) calling for submissions, disclosure of documents and provision of witness statements, from the parties;
 - (C) scheduling a conference of the parties, to enable the Expert to discuss the dispute and to clarify any issues raised by the dispute;
 - (D) conducting any site visits or other investigations; and
 - (E) any other measure reasonably required to enable the Expert to determine the dispute.
- (vi) The parties acknowledge that the determination of the dispute by the Expert is to be conducted in private, and unless the parties agree otherwise, no document prepared or provided for the purposes of the determination, including the Expert's decision and no proceedings of the Expert, are to be disclosed to any other party.
- (vii) The Expert is to provide a decision on the dispute within 45 days of confirmation of the Expert's appointment. In reaching the decision, the Expert is to take account of the submissions and other supporting information provided by the parties, the Expert's own investigations, the Expert's own knowledge and expertise in relation to the matters in dispute, and any other issue which the Expert considers relevant.
- (viii) The decision of the Expert on the dispute shall be final and binding, and the parties may not subsequently refer a decision by the Expert to dispute resolution under clause 18.





(ix) The parties are to share equally in the costs and expenses of the Expert.

9.6 Trees and vegetation

The Distributor may request that the Customer remove or trim any trees or vegetation on the Customer Premises that the Distributor determines are interfering with, or are likely to interfere with, the Distribution Network. If the Customer does not undertake such work within the timeframe reasonably specified by the Distributor, the Distributor may undertake the work and the Customer will reimburse the Distributor for all of the Distributor's costs in doing so.

10 CHARGES AND PAYMENT

10.1 Charges

The Charges and Distributor Payments will be calculated, invoiced and revised from time to time in accordance with the Pricing Schedule and this clause 10. To the extent there is any conflict between the Pricing Schedule and this clause 10, this clause 10 will prevail.

10.2 Billing information

The Distributor will calculate the Charges for each month on the basis of information held by the Distributor and/or provided by or on behalf of the Customer. If that information is not provided within 5 Business Days of the end of the relevant month (*Information Period*), or the information provided within that timeframe is incomplete, materially incorrect or not in the specified format, the Distributor may estimate the Charges for the relevant month, in accordance with the Pricing Schedule, applying Good Electricity Industry Practice.

10.3 Distributor to invoice

The Distributor will endeavour to invoice the Customer for the Charges on or before the 10th Business Day of the month immediately following the month to which the invoice relates.

10.4 Revisions

If the Distributor receives or obtains more complete and accurate billing information within 14 months of the Information Period, the Distributor will revise the Charges to reflect that information, and issue an invoice or credit note (as the case may require) to reflect:

- (a) any resulting revisions to the Charges; and
- (b) in the case of an invoice for any underpayment by the Customer only (and not in the case of a credit note for any overpayment by the Customer), together with a Use of Money Adjustment.

10.5 Invoicing for Distributor Payments

The Customer will invoice the Distributor for the Distributor Payments (if any) on or before the 10th Business Day of the month following the month to which the invoice relates.

10.6 GST

If and to the extent that a party is liable to pay GST on a supply made under this Agreement, that party may invoice the other party for an amount equal to that GST, at the same time as it invoices the other amounts payable under this Agreement for that supply. The party issuing the invoice will ensure that the invoice complies with the requirements of the Goods and Services Tax Act 1985.

10.7 Payment

Subject to clause 10.9, each party will pay each invoice issued in accordance with this Agreement on or before the due date. The due date will be the later of the 20th of the month in





which the invoice is received (or if that day is not a Business Day, the next Business Day), or the date 5 Business Days after receipt of the invoice.

10.8 Interest on late payment

Subject to clause 10.9, where a party fails to pay an invoice issued in accordance with this Agreement, or a refund required by this Agreement in full by the due date, the other party may charge Default Interest on the outstanding amount from the due date up to but excluding the date that payment is received in full.

10.9 Disputing or correcting invoices

- (a) At any time within 18 months following the date of an invoice issued under this Agreement, the party to which that invoice was issued (*Recipient*) may dispute the invoice by giving notice to the other party (*Issuer*) setting out reasonable details of the dispute (in each case, an *Invoice Dispute Notice*).
- (b) For clarity, where the Distributor has calculated or estimated the Charges under clause 10.2 and the Customer subsequently provides more complete or accurate billing information, this is not grounds for a dispute or correction under clause 10.9. Instead the invoice may be revised under clause 10.4.
- (c) Where the Recipient issues an Invoice Dispute Notice before the due date for payment, it may withhold payment of the disputed portion of the invoice until the dispute has been resolved, so long as it has given the Invoice Dispute Notice in good faith, and pays any undisputed portion of the invoice by the applicable due date.
- (d) When the correct amount of the disputed invoice is finally agreed by the parties or determined by an arbitrator, court or other tribunal of competent jurisdiction (*Resolution Date*), except to the extent the parties agree otherwise:
- (i) where the Recipient has withheld payment of an amount that was correctly included in the disputed invoice, the Recipient will pay the amount within 10 Business Days of the Resolution Date, together with Default Interest applied from the original due date up to but excluding the date of payment;
 - (ii) where the Issuer has undercharged the Recipient, the Issuer may issue a further invoice for the amount of the undercharge, together with a Use of Money Adjustment applied to that amount from the due date of the original invoice up to but excluding the date of the new invoice, and the Recipient will pay that invoice within 10 Business Days of receipt, so long as that invoice is accompanied by reasonably detailed supporting information;
 - (iii) where an amount has been incorrectly included in the disputed invoice, the Issuer will promptly issue a corresponding credit note to the Recipient, and if the Recipient has already paid some or all of that amount, then within 10 Business Days of the Resolution Date, the Issuer will refund the overpayment to the Recipient, together with:
 - (A) a Use of Money Adjustment applied to that amount from the date of overpayment up to but excluding the date of the refund, or (if earlier) the date 15 Business Days after receipt of the Invoice Dispute Notice; and
 - (B) unless the overpayment is refunded to the Recipient within 15 Business Days after receipt of the Invoice Dispute Notice, Default Interest, applied from the date 15 Business Days after receipt of the Invoice Dispute Notice up to but excluding the date of the refund

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10.10 No set off

Both parties will make the payments required to be made to the other pursuant to this Agreement in full without deduction of any nature whether by way of set off, counterclaim or otherwise, except as otherwise set out in clause 10.9 or the Pricing Schedule.

11 VARIATION OF CHARGES

11.1 Variation of Charges

The Distributor will not make a Price Change more than once in any period of 12 consecutive months, provided that this limit will not apply to or take into account any Price Change:

- (a) to the extent that it reflects a change in a cost that is a pass-through cost or a recoverable cost specified in a determination of an input methodology by the Commerce Commission under Part 4 of the Commerce Act 1986 in respect of the services provided by the Distributor; or
- (b) to the extent that it reflects a material change or addition to the Line Services, for example, an upgrade of the Distributor Equipment or other Distribution Network assets between the Customer Point of Connection and the closest grid injection point; or
- (c) made under clause 17 in response to a Regulatory Change.

11.2 Notice

The Distributor will give the Customer not less than 40 Business Days' notice of any Price Change.

11.3 Finality

Subject only to Law and the express provisions of this Agreement, the Distributor retains absolute and sole discretion over the Price Changes. Once a Price Change has been notified in accordance with clause 11.2, it cannot be challenged except to the extent that it is contrary to any Law, contains a manifest error, or if the Distributor has not complied with clause 11.2.

12 CONFIDENTIALITY

12.1 Commitment to preserve confidentiality

Each party will:

- (a) preserve the confidentiality of, and will not directly or indirectly reveal, report, publish, transfer or disclose the existence of any of the other party's Confidential Information except as provided for in clause 12.2; and
- (b) only use the other party's Confidential Information for the purposes for which it is provided, and otherwise as expressly permitted by this Agreement.

12.2 Disclosure of Confidential Information

Either party may disclose the other party's Confidential Information:

- (a) where the parties agree to the disclosure of the information;
- (b) where disclosure is expressly provided for under the terms of this Agreement;
- (c) where the information is publicly known other than by virtue of that party breaching its obligations of confidentiality;





- (d) to the extent required by:
 - (i) any Law or Government Authority;
 - (ii) any judicial or other arbitration process, for the purposes of that process; or
 - (iii) the regulations of any stock exchange upon which the share capital of either party is from time to time listed or dealt in;
- (e) to its officers, employees, directors, agents or advisors to the extent reasonably necessary for that party to perform its obligations or take the benefit of its rights under this Agreement provided that the recipients are made fully aware of the party's obligations of confidence in relation thereto, and are bound by obligations of confidence no less strict than this clause 12, and in any case that party will be responsible for any unauthorised disclosure of Confidential Information made by those recipients; and/or
- (f) to a bona fide potential purchaser or financier of the business or any part of the business of the party, subject to that recipient being bound by obligations of confidence no less strict than this clause 12, and in any case that party will be responsible for any unauthorised disclosure of Confidential Information made by that recipient.

13 LIABILITY AND INSURANCE

13.1 No indirect or consequential loss etc

A party will not be liable to the other party under or in connection with this Agreement (whether in contract, tort (including negligence), common law, equity or otherwise) for:

- (a) any loss of profit, loss of revenue, loss of use, loss of opportunity, loss of contract, or loss of goodwill of any person;
- (b) any indirect or consequential loss, or any incidental or special damages; or
- (c) any loss resulting from loss or corruption of digital data.

13.2 Distributor not liable

The Distributor will not be liable for:

- (a) any liability the Customer may have to another person;
- (b) any loss of electricity, or any loss arising in connection with an agreement to supply electricity;
- (c) any momentary fluctuations in the voltage or frequency of electricity conveyed or nonconformity with harmonic voltage and current levels;
- (d) the consequences of any Interruption or Disconnection made in accordance with this Agreement;
- (e) any failure to perform the Line Services or convey electricity, to the extent that the failure:
 - (i) arises from any breach of this Agreement or negligence by the Customer;





- (ii) arises from a failure to convey or reduction of injection or supply of electricity into the Distribution Network; or
- (iii) was requested by the System Operator or was done under a nationally or regionally coordinated response to a shortage of electricity;
- (iv) arises from any defect or abnormal conditions in or about any Generation Plant or the Customer Premises;
- (v) is due to the Distributor taking any action in accordance with this Agreement, including an Interruption or Disconnection in accordance with this Agreement;
- (vi) arises from any act or omission of the System Operator, a generator, or the Transmission Provider, including any injection of electricity into the Distribution Network by a generator in excess of its contracted entitlement or in breach of any injection restrictions required to be complied with under its connection agreement with the Distributor or the Connection Standards; or
- (vii) arises because the Distributor is prevented from making necessary repairs for reasons beyond its control (for example, by police at the scene of an accident that has resulted in damage to the Distribution Network),

in each case, except to the extent that the failure is caused or contributed to by the Distributor not acting in accordance with this Agreement, applicable Law or Good Industry Practice; or

- (f) any failure to perform any obligation under this Agreement to the extent caused by the Customer's failure to comply with this Agreement.

13.3 Customer not liable

The Customer will not be liable for:

- (a) any liability that the Distributor may have for a third party claim, to the extent that the amounts claimed by the Distributor from the Customer in relation to that claim are due to the Distributor's negligent mismanagement of the claim, or due to the Distributor agreeing a settlement that is manifestly excessive in light of the merits of the claim, the risks of litigation, the likely costs of defence, and any other relevant circumstances;
- (b) any liability that the Distributor may have for a claim by another distributed generator connected to the Distribution Network on connection terms other than the Regulated Terms, to the extent that the Distributor's liability to that other distributed generator would have been contractually excluded if the connection terms between the Distributor and that other distributed generator were no less favourable to the Distributor than the terms of this Agreement;
- (c) the consequences of any Interruption made in accordance with this Agreement;
- (d) any failure to perform an obligation under this Agreement, to the extent that the failure:
 - (i) arises from the fault of the Distributor or its officers, employees and agents;
 - (ii) arises from any defect or abnormal conditions on the Distribution Network;





- (iii) is due to the Customer taking any action in accordance with this Agreement, including an Interruption in accordance with this Agreement;

in each case, except to the extent that the failure is caused or contributed to by the Customer not acting in accordance with this Agreement, applicable Law or Good Industry Practice; or

- (e) any failure to perform an obligation under this Agreement to the extent caused by the Distributor's failure to comply with this Agreement.

Wherever the Distributor receives notice of a third party claim for which it seeks (at the time or later) to be indemnified or compensated under this Agreement, the Distributor must promptly notify the Customer of the claim, and must use reasonable endeavours to consult with the Customer on material decisions relating to the conduct of the claim, in each case to the extent this can be done without waiving legal privilege or compromising any insurance cover held by the Distributor that may respond to the claim.

13.4 Liability Cap

- (a) The total aggregate liability of each party to the other under or in connection with this Agreement will not in any circumstances exceed the Liability Cap.
- (b) If, at any time after the date of this Agreement, the maximum limitation of liability applying to distributors and distributed generators under the Regulated Terms increases or decreases to an amount different from the then-current Liability Cap, the Liability Cap shall be deemed to be adjusted to the new maximum liability cap applying under the Regulated Terms.

13.5 Indemnity for Consumer Guarantees Act

The Customer will indemnify the Distributor against any liability the Distributor may have under section 46A of the Consumer Guarantees Act, and/or under any equivalent indemnity in one or more of the Distributor's use of system agreements (to the extent such indemnities are consistent with the terms of section 46A of the Consumer Guarantees Act), to the extent that the liability results from the Customer's negligence or breach of this Agreement.

13.6 Application of limitations and exclusions

The limitations and exclusions in clauses 13.1, 13.2 and 13.3 will not apply to:

- (a) any liability the Customer may have under the indemnity in clause 13.5, except that the indemnity in clause 13.5 is subject to the exclusion in clause 13.3(a);
- (b) any liability either party may have for:
 - (i) Charges and other sums expressly payable under this Agreement (to avoid doubt, excluding sums payable under this Agreement for the cost of making good damage to or interference with the Generation Plant, Distributor Equipment or Distribution Network); or
 - (ii) fraud or wilful default; or
 - (iii) breach of confidentiality under clause 12.1.





Otherwise the limitations and exclusions in this clause 13 apply to all liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), equity, or any other legal basis.

14 INSURANCE

14.1 Required insurance

The Customer must effect and maintain public liability insurance of at least the amount specified in Schedule 1 in respect of any liability to third parties (including the Distributor) for loss, injury, damage or expense incurred by any act or omission of the Customer (including its contractors and agents) in connection with the construction, maintenance and/or operation of the Generation Plant.

14.2 Certificates of insurance

If requested by the Distributor, the Customer must provide the Distributor with certificates of currency of the public liability insurance cover.

14.3 Notification of claims

The Customer must promptly notify the Distributor of any events or circumstances known to the Customer that could reasonably be expected to give rise to a claim under the public liability insurance policy.

15 FORCE MAJEURE

15.1 Force Majeure Event

If either party fails to comply with or observe any provision of this agreement (other than payment of any amount due and payable), then to the extent that the failure is caused by a Force Majeure Event, the failure will not be taken as a breach of this Agreement.

15.2 Notice

If a party becomes aware of a prospect of a forthcoming Force Majeure Event, it must notify the other party as soon as reasonably practicable of the particulars of which it is aware. If a party invokes clause 15.1, it must as soon as reasonably practical notify the other party that it is invoking clause 15.1 and the full particulars of the Force Majeure Event relied upon.

15.3 Avoidance and mitigation

The party invoking clause 15.1 must:

- (a) demonstrate that it exercised Good Electricity Industry Practice to overcome or avoid the Force Majeure Event;
- (b) use all reasonable endeavours to mitigate the effects or the consequences of the Force Majeure Event; and
- (c) consult with the other party on the performance of the obligations referred to in sub clauses (a) and (b) above.

Nothing in this clause 15.3 is to be construed as requiring a party to settle a strike, lockout or other industrial disturbance by acceding, against its judgement, to the demands of opposing parties.





15.4 **Payment of fixed charges**

The Customer's obligations to pay any fixed component of the Charges will not be affected by a Force Majeure Event that affects the Generation Plant, the Distributor Equipment, the Distribution Network or the Line Services.

16 **TERMINATION**

16.1 **For Event of Default**

Either party may terminate this Agreement immediately on notice to the other party, if the other party is subject to an Event of Default.

16.2 **For Force Majeure Event**

If a party has given notice of a Force Majeure Event under clause 15.2, and the Force Majeure Event prevents that party's performance of its material obligations under this Agreement for a continuous period of more than 24 consecutive months, the other party may terminate this Agreement by giving at least 40 Business Days' notice.

16.3 **For incompatibility with Law**

- (a) If the Distributor or the Customer comes to the view (supported by a legal opinion from an independent King's Counsel) that one or more of the requirements imposed on it by this Agreement are contrary to Law (*Unlawful Requirement*), then that party may give notice to the other party, providing reasonable details of the Unlawful Requirement and its impact on the first party, and:
- (i) if severance of the Unlawful Requirement would not:
 - (A) frustrate, or materially alter the purpose of this Agreement; or
 - (B) affect the balance of the benefit or burden of this Agreement,
 then the Unlawful Requirement will be deemed to be severed in accordance with clause 19.10;
 - (ii) if severance of the Unlawful Requirement would not frustrate, or materially alter the purpose of, this Agreement, but would affect the balance of the benefit or burden of this Agreement, then the parties shall agree amendments to this Agreement in accordance with clause 17; or
 - (iii) if severance of the Unlawful Requirement would frustrate, or materially alter the purpose of this Agreement, then promptly following receipt of a Notice under clause 16.3(a), the parties will meet with a view to agreeing one or more amendments to this Agreement to address the Unlawful Requirement. Neither party will unreasonably withhold or delay its agreement to any amendments necessary for that purpose, although to avoid doubt a party need not agree to any amendment that would require it to assume any risk, cost or other burden that it would not also bear if the Unlawful Requirement was not contrary to Law.
- (b) Either party may terminate this Agreement immediately on not less than 10 Business Days' notice to the other, if at the time of that notice:
- (i) the Unlawful Requirement has not been able to be severed without materially frustrating or altering the purpose of this Agreement;





- (ii) the terminating party is exposed (or is likely to be exposed) to a material risk, cost or other burden as a result of an Unlawful Requirement;
 - (iii) not less than 30 Business Days have passed since receipt of a notice under clause 16.3(a) in respect of that Unlawful Requirement and the parties have yet to agree amendments to this Agreement addressing the Unlawful Requirement to their mutual satisfaction; and
 - (iv) the terminating party is not in breach of clause 16.3(a)(iii).
- (c) Neither party will have any liability to the other by reason of a termination under this clause 16.3.

16.4 For failure to complete the Pre-Connection Steps

If the steps required under clause 2.2 are not completed within the Connection Window, the Distributor may terminate this Agreement by giving at least 30 Business Days' notice.

16.5 For prolonged Disconnection requested by the Customer

If the Customer has requested that the Distributor Disconnect the Customer Point of Connection and suspend the Line Services and does not give notice to the Distributor requesting to reconnect the Generation Plant within 6 months of the Disconnection, the Distributor may terminate this Agreement by giving at least 40 Business Days' notice.

16.6 Effect of termination or expiry

Without prejudice to clause 6.1(f), upon termination or expiry of this Agreement:

- (a) the Customer will cease to use the Distribution Network and the Distributor will cease to provide the Line Services;
- (b) the Distributor will arrange for the Disconnection of the Generation Plant from the Distribution Network at the Customer Point of Connection;
- (c) the Customer will provide the Distributor with access to the Customer Premises, as necessary for the removal and return of the Distributor Equipment;
- (d) until the Generation Plant is Disconnected from the Distribution Network, both parties will continue to comply with the terms of this Agreement as they applied prior to termination or expiry;
- (e) each party will return to any of the other party's property in its possession;
- (f) each party must return or certify the destruction of the other party's Confidential Information;
- (g) the Customer will provide to the Distributor all information the Distributor may reasonably require to determine the Charges outstanding at the time of termination; and
- (h) the Customer will pay all outstanding Charges and any further Charges payable under this Agreement.

16.7 Survival

The termination or expiry of this Agreement will not prejudice any rights or liabilities accrued prior to termination or expiry. Clauses 10, 12,13, 14, 15,16.6 16.7, and 18 to 20, and any

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other terms clearly intended to extend beyond expiry or termination of this Agreement, will survive any termination or expiry of this Agreement.

17 REGULATORY CHANGE

17.1 Proposal

From time to time either party (*Proposing Party*) may give notice to the other party (*Receiving Party*) proposing one or more amendments to this Agreement in response to a Regulatory Change that affects, or is expected to affect, the balance of the benefit or burden of this Agreement between the Proposing Party and the Receiving Party (*Proposal*).

17.2 Negotiation

Following the Proposing Party's submission of a Proposal, the parties will work together in good faith with a view to agreeing the terms of the Proposal. If the parties agree those terms in writing, this Agreement will be deemed to be amended accordingly.

17.3 Arbitration

If the parties have not agreed the terms of the Proposal in writing within 60 Business Days of when the Proposing Party first submitted the Proposal, the Proposing Party may give notice referring the matter to arbitration, in which case:

- (a) the arbitration will be conducted before a single arbitrator in Auckland, in accordance with the Arbitration Act 1996;
- (b) the arbitrator will be appointed by agreement between the parties, or failing agreement within 10 days of the Arbitration Notice, appointed by the President of AMINZ;
- (c) within 20 Business Days of the arbitrator being appointed, each party will submit to the arbitrator a single proposal setting out amendments to the Agreement which in that party's view address the impact of the Regulatory Change in a manner consistent with the guidance in clause 17.4.
- (d) the arbitrator will select the proposal that he or she considers is most consistent with the guidance in clause 17.4 (*Preferred Proposal*);
- (e) this Agreement will be amended in accordance with the Preferred Proposal, subject to any revisions that the arbitrator considers necessary to address material inconsistencies between the Preferred Proposal and the guidance in clause 17.4;
- (f) to the extent that the amendments involve any change to the amounts payable by one or both parties under the Agreement, the change will be backdated to the date of the Proposing Party's original Proposal under clause 17.1;
- (g) the arbitrator's fees and expenses will be allocated by the arbitrator on the basis of what they consider fair and reasonable in light of the outcome of the arbitration, and the other costs and expenses of the arbitration will be fixed and allocated in accordance with the Arbitration Act 1996; and
- (h) the decision of the arbitrator under this clause 17 will be final and binding on the parties.

17.4 Guidance

- (a) The Proposal should contain the amendments necessary to achieve the outcomes in this clause 17.4, in a manner that as far as possible reflects Good Electricity Industry

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Practice and avoids unnecessary disruption to the parties' existing arrangements and operational practices.

- (b) To the extent that the Regulatory Change:
- (i) increases the costs that the Distributor incurs or will need to incur in order to perform its obligations and/or exercise its rights under this Agreement and/or any Laws governing its activities in connection with this Agreement;
 - (ii) increases the costs that the Distributor incurs or will need to incur by reason of the Customer holding or exercising any rights or powers under this Agreement;
 - (iii) reduces the Distributor's ability to recover from one or more third parties' costs that it needs to incur for the purpose of performing its obligations and/or exercising its rights under this Agreement and/or any Laws governing its activities in connection with this Agreement;
 - (iv) reduces the Distributor's ability to recover from one or more third parties' payments made to the Customer under this Agreement; and/or
 - (v) reduces the net value or net benefit to the Distributor of having entered into this Agreement,

the Distributor should be compensated for all resulting losses and costs, through an increase in the amounts payable by the Customer and/or a decrease in the amounts payable by the Distributor under this Agreement.

- (c) To the extent that the Regulatory Change adds to or changes the obligations imposed on the Distributor by Law in relation to its activities in connection with this Agreement, in such a way that the Distributor cannot reasonably comply with the relevant Laws without additional inputs and/or co-operation from the Customer, the Customer should be obliged to provide the necessary inputs and co-operation at its own cost, to the extent reasonably within its power and control.
- (d) To the extent that the Regulatory Change adds to or changes the Distributor's obligations at Law in such a way that the Distributor cannot comply while also complying with its obligations under this Agreement, the Distributor's obligations under this Agreement should be amended to the extent necessary to be consistent with its obligations at Law.
- (e) To the extent:
- (i) the Regulatory Change permits a party (*Benefitting Party*) to exercise new rights, take new actions, or receive any new benefits at Law (*Benefits*) and those Benefits are prevented from being realised under the existing terms of the Agreement; and
 - (ii) the Agreement can be amended to allow the Benefitting party to realise the Benefits without adversely impacting the other party (counting only Non-Trivial impacts),

the Agreement should be amended to allow the realisation of the Benefits to the maximum extent possible without adversely impacting the other party.





17.5 Other rights not affected

Nothing in this clause 17 affects any other rights that the Distributor may have to vary the terms or pricing in this Agreement.

18 DISPUTE RESOLUTION

18.1 Disputes

Subject to clause 17, any dispute, controversy or claim arising between the Parties out of or in connection with the Agreement, or in relation to any question regarding its existence, breach, termination or invalidity, (in each case, a *Dispute*) will be settled in accordance with this clause 18.

18.2 Notice and consultation

Where a Dispute arises, either Party may give written notice to the other outlining the Dispute and requesting a formal meeting with a view to resolving it (*Dispute Notice*), in which case both parties will promptly attempt to resolve the Dispute by consultation at the lowest practicable level of escalation.

18.3 Escalation

If the Dispute has not been resolved within 15 Business Days (or any longer period agreed by the Parties) following receipt of the Dispute Notice, then either Party may give notice referring the Dispute to the Parties' respective Chief Executives or equivalent (*Escalation Notice*), in which case each Party will use reasonable endeavours to ensure that those representatives meet promptly thereafter with a view to resolving the Dispute.

18.4 Arbitration

If the Dispute is not resolved within 15 Business Days (or any longer period agreed by the Parties) of receipt of the Escalation Notice, either Party may give notice referring the Dispute to arbitration (*Arbitration Notice*). The arbitration will be conducted before a single arbitrator in Auckland, New Zealand. The arbitrator will be agreed between the Parties or, failing agreement within 5 Business Days of receipt of the Arbitration Notice, appointed by the President of AMINZ. The arbitration will be conducted in accordance with the Arbitration Act 1996.

18.5 Performance and remedies

Except to the extent the Agreement expressly permits otherwise, each Party will continue to perform its obligations under the Agreement notwithstanding the existence of any Dispute. However, nothing in this clause 18 will prevent either Party from seeking urgent interim relief from a court of competent jurisdiction, or require either Party to refrain from exercising any rights or remedies available in connection with the Agreement.

19 OTHER PROVISIONS

19.1 Notices

- (a) Any notice, consent, permission, approval, agreement, instruction, undertaking, report or other communication specifically referred to in this Agreement (*Notice*) will be of no effect unless given in writing and delivered in person (including by courier), by pre-paid post, or by email, in each case to the relevant Address for Notices set out in Schedule 1, or the replacement address most recently notified by the recipient for the purposes of this Agreement.
- (b) Any Notice given under this Agreement will be deemed received:





- (i) in the case of personal delivery, at the time of actual delivery to the recipient's address;
 - (ii) in the case of pre-paid post, no later than 10 days after posting; or
 - (iii) in the case of delivery by email, no later than one Business Day after the email is dispatched from the sender's email server, unless within that time the sender's email server receives a notification that the email has not been delivered.
- (c) If a Notice is received or deemed to have been received after 5 pm on a Business Day in the place to which it is sent, or on a day which is not a Business Day in that place, it will be deemed not to have been received until the next Business Day in that place.

19.2 Consumer Guarantees Act

The parties contract out of the Consumer Guarantees Act 1993. Both parties are in trade, and the Line Services and other benefits under this Agreement are supplied and acquired in trade, and both parties acknowledge that this provision is fair and reasonable in circumstances.

19.3 Warranties excluded

Except as expressly stated in this Agreement, all warranties, representations, undertakings or conditions whether implied by statute, law, trade, custom or otherwise which would otherwise apply to the Distribution Network or the Line Services are expressly excluded to the fullest extent permitted by law.

19.4 Tax status

Nothing in this Agreement or any of the arrangements evidenced by or in connection with this Agreement constitutes a "lease" as defined in section YA 1 of the Income Tax Act 2007 and this Agreement is not an agreement under which the Distributor leases, hires, bails or transfers a right to possess any Distributor Equipment or any other personal property to the Customer, and the parties agree that they will treat this Agreement accordingly (and, in particular, not as a "lease" or "finance lease" as defined in section YA 1 of the Income Tax Act 2007) for tax purposes.

19.5 Assignment and security

- (a) Neither party will transfer, novate or assign any of its rights or obligations under this Agreement without the prior consent of the other party, such consent not to be unreasonably withheld or delayed.
- (b) Without limiting what the Distributor may consider in accordance with subclause (a), it shall be reasonable for the Distributor to withhold consent unless the Distributor is satisfied that:
 - (i) the new party has the technical resources, financial resources, legal capacity, power and authority to become an assignee or a party to and to perform the obligations of the Customer under this Agreement; and
 - (ii) the new party has a transition plan in place which identifies how the new party will ensure that the Customer's obligations in this Agreement will continue to be met without disruption to the Distributor or the Distribution Network post transfer or novation or assignment; and
 - (iii) the transfer is effected via an appropriate legal instrument agreed by the parties; and





- (iv) the new party employs or otherwise has access to persons having the appropriate qualifications, experience and technical competence and has the resources available to it (including the committed financial resources taking into account, where applicable, any bond or other credit support required to be provided in favour of the Distributor) which are sufficient to enable the new party to perform the obligations of the Customer under this Agreement; and
- (v) the Distributor doing business with the new party under this Agreement as a result of the transfer, novation or assignment would not:
 - (A) result in the Distributor breaching any law; and / or
 - (B) result in the Distributor being sanctioned by a foreign government; and / or
 - (C) result in the Distributor being treated adversely in bidding for New Zealand Government funding or contracts.

19.6 Subcontracting

The Customer will not subcontract the performance of any of its obligations under this Agreement without the prior consent of the Distributor, not to be unreasonably withheld, and any such subcontracting will not relieve a party from liability for the performance of such obligations.

19.7 Waiver

No failure to exercise or enforce any right conferred under this Agreement will be deemed to be a waiver of that right or any other right, or operate to prevent the subsequent performance of that right. No waiver will be effective unless it is in writing and signed by the waiving party.

19.8 Entire agreement

This Agreement constitutes the entire understanding and agreement between the parties and supersedes and extinguishes all prior agreements, understandings, discussions and representations relating to this Agreement and/or its subject matter.

19.9 Privity

Except where this Agreement specifically states otherwise, this Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement.

19.10 Severability

If any provision of this Agreement is held illegal, invalid or unenforceable, that provision will be deemed to be severed and the remaining provisions enforceable, provided that such severance does not frustrate, or materially alter the purpose of, this Agreement.

19.11 Further assurances

Each party agrees to execute and deliver any documents, including transfers of title, and to do all things as may reasonably be required by the other party, to obtain the full benefit of this Agreement according to its true intent.

19.12 Governing law

This Agreement is governed by the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.





19.13 **Costs**

The parties will bear their own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

19.14 **Counterparts**

This Agreement may be executed in any number of counterparts (including facsimile or scanned and emailed copies). So long as each party has received a counterpart or counterparts carrying the signatures of each of the other parties, the counterparts together will constitute a binding and enforceable agreement between the parties.

20 **DEFINED TERMS AND INTERPRETATION**

20.1 **Defined terms**

In this agreement, unless the context requires otherwise:

Act means the Electricity Industry Act 2010.

Agreement means this Distributed Generation Connection Agreement.

Approval Notice means the Distributor's written notice granting approval of an application to connect the Generation Plant to the Distribution Network in Schedule 4 and includes any conditions of such approval, or agreed deviations from the Connection Standards, including in such written notice.

Asset Ownership Agreement means the asset ownership agreement to be entered into between the Customer and the Distributor in the form attached to this Agreement as Schedule 5.

Business Day means every day except Saturdays, Sundays and days that are statutory holidays in Whangarei.

Calibration Equipment means meter or calibration equipment used to test Metering Equipment with a standard of accuracy equal to or greater than the standard referred to in the Code.

Charges means the charges specified in or determined in accordance with the Pricing Schedule and this Agreement.

Code means the Electricity Industry Participation Code 2010 made under the Act.

Commencement Date means the date that this Agreement commences in accordance with clause 1.1.

Commissioning Tests means the tests as are reasonably required by the Distributor and, if applicable, the Transmission Provider or System Operator in accordance with Good Electricity Industry Practice including in order to safely commission the Generation Plant for use and connection to the Distribution Network.

Condition Period means 6 months following execution of this Agreement (provided that if the satisfaction of the Condition Precedent in clause 1.2(c) is delayed, this 6 month period will be extended by a period equal to any portion of the delay that is due to the Distributor's fault), or such longer period as may be agreed between the parties.

Conditions Precedent means the conditions listed in clause 1.2.





Confidential Information means all data and other information of a confidential nature provided by one party to the other under the terms of this Agreement or otherwise, but excludes:

- (a) information that is publicly available, other than by way of breach of the confidentiality obligations under this Agreement;
- (b) information known to the recipient prior to the date it was provided to it by the first party and not obtained directly or indirectly from the first party;
- (c) information obtained bona fide from another person who is in lawful possession of the information and did not acquire the information directly or indirectly from the first party under an obligation of confidence;
- (d) the terms of this Agreement.

Congestion Management Policy means the Distributor's congestion management policy, a copy of which is attached in Schedule 3, as developed, updated, or replaced and published by the Distributor from time to time strictly in accordance with clause 3.4.

Connection Standards means the Distributor's written technical and operational standards in relation to the connection to the Distribution Network set out in Schedule 3 and developed, updated, or replaced and published by the Distributor from time to time in accordance with clause 3.4, and includes the Congestion Management Policy.

Connection Window means 24 months from the Commencement Date, subject to any extension pursuant to clause 2.3.

Connection Works has the meaning given to it in clause 2.2(d).

Customer Force Majeure Event means:

- (a) act of God, fire, earthquake, storm, flood, or landslide;
- (b) explosion, nuclear accident, or aircraft collision;
- (c) the binding order or requirement of any court, government, local authority, the Rulings Panel, the Electricity Authority, or the System Operator;
- (d) terrorism, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (in fact or law) or act of war (declared or not);

but does not include a lack of funds for any reason, or anything that could reasonably have been foreseen and prevented, allowed for or overcome through exercise of a standard of foresight, planning and care consistent with Good Electricity Industry Practice by the party claiming relief under this Agreement.

Customer Point of Connection means the point at which electricity may flow between the Generation Plant and Distribution Network. The initial Customer Point of Connection is set out in Schedule 1.

Customer Premises means the Customer premises described in Schedule 1.





Customer's Application means the application to connect the Generation Plant, together with any application to upgrade the nameplate capacity of the Generation Plant, in each case as submitted by the Customer and approved by the Distributor under Schedule 6.1 of the Code.

Default Interest means interest on the amount payable at the Default Interest Rate from the due date for payment until the date of payment of that amount to the relevant party accruing on a daily basis and compounded monthly.

Default Interest Rate means the Interest Rate plus 3% p.a.

Disconnect means the physical disconnection of the Generation Plant from the Distribution Network (and *Disconnection* has the corresponding meaning).

Dispute has the meaning given to it in clause 18.1.

Distribution Network means the lines, equipment and plant owned and/or operated by the Distributor used to convey electricity to and/or from the Customer Point of Connection.

Distributor Equipment means the Fittings and Metering Equipment owned or procured by the Distributor that are from time to time installed on, over or immediately adjacent to the Customer Premises and includes the items identified in Schedule 1.

Distributor Payment means the amount, if any, to be paid by the Distributor to the Customer as specified or determined in accordance with the Pricing Schedule.

Electricity Authority has the meaning given to it in section 5 of the Act.

Event of Default:

- (a) by the Customer, means the Customer:
 - (i) fails to pay an amount due and owing under this Agreement, and has not remedied the failure within 5 Business Days of the Distributor giving notice to the Customer seeking payment;
 - (ii) commits a material breach of this Agreement, and has not remedied the breach within 45 Business Days of receiving notice from the Distributor requiring the breach to be remedied; or
 - (iii) is subject to an Insolvency Event;
- (b) by the Distributor, means the Distributor commits a material breach of this Agreement, and has not remedied the breach within 45 Business Days of receiving notice from the Customer requiring the breach to be remedied.

Expiry Date means the expiry date specified in Schedule 1.

Fitting means everything used, designed or intended for use, in or in connection with the generation, conversion, transformation, conveyance or use of electricity.

Force Majeure Event means:

- (a) act of God, fire, earthquake, storm, flood, or landslide;





- (b) explosion, nuclear accident, or aircraft collision;
- (c) fault or failure of any plant, apparatus or equipment
- (d) the binding order or requirement of any court, government, local authority, the Rulings Panel, the Electricity Authority, or the System Operator;
- (e) terrorism, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency (in fact or law) or act of war (declared or not); or
- (f) without limitation by reference to the foregoing, any other cause beyond the reasonable control of the Party claiming relief under this Agreement,

but does not include a lack of funds for any reason, or anything that could reasonably have been foreseen and prevented, allowed for or overcome through exercise of a standard of foresight, planning and care consistent with Good Electricity Industry Practice by the party claiming relief under this Agreement.

Generation Plant means the Customer's generation plant described in Schedule 1, together with all associated Fittings and Metering Equipment located on the Customer Premises, excluding the Distributor Equipment.

Good Electricity Industry Practice means:

- (a) in relation to the Distributor, the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced electricity distribution network owner engaged in New Zealand in the distribution of electricity under conditions comparable to those applicable to the Distribution Network (taking into account factors such as the relative size, age and technological status of the Distribution Network), consistent with Law, safety and environmental protection; and
- (b) in relation to the Customer, the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced electricity generator in New Zealand under conditions comparable to those applicable to the Generation Plant, consistent with Law, safety and environmental protection;

Government Authority means a court, a regulator, or any governmental entity with responsibility for administering, interpreting, applying or enforcing any Law.

Grid has the meaning given in the Code;

GST means tax charged pursuant to the Goods and Services Tax Act 1985.

Harmonic Generation Limit means the standards or limits for the maximum harmonic distortion that the Generation Plant may inject into the Distribution Network, determined by the Distributor from time to time, pursuant to clause 4.2(f);

ICP has the meaning given to it in the Code.

Insolvency Event means in relation to a party:

- (a) the party has a receiver, administrator or manager or similar official appointed to or in respect of the whole or any substantial part of its undertaking, property or assets;





- (b) the party is declared at risk pursuant to the Corporations (Investigation and Management) Act 1989, a statutory manager is appointed or any step is taken with a view to any such appointment under that Act;
- (c) the party proposes or makes a compromise, arrangement or composition with or for the benefit of its creditors or proposes an amalgamation (except with the prior consent of the other party);
- (d) a liquidator is appointed, or an order is made or resolution passed, for the dissolution, winding up or liquidation of that party; and/or
- (e) being a company, the party is removed from the register of companies (otherwise than as a consequence of an amalgamation which the other party has provided its consent to).

Interest Rate means, on any given day, the rate (expressed as a percentage per annum and rounded up to nearest fourth decimal place) displayed on the Reuter's screen page BKBM (or its successor page) at or about 10.45 a.m. on that day, as the bid rate for three month bank accepted bills of exchange or, if no such rate is displayed or that page is not available, the average (expressed as a percentage per annum and rounded up to the nearest fourth decimal place) of the bid rates for three-month bank accepted bills of exchange quoted at or about 10.45 a.m. on that day by each of the entities listed on that Reuter's screen page when the rate was last displayed or, as the case may be, that page was last available.

Interrupt means, in relation to the Line Services:

- (a) any reduction in the conveyance and transfer of electricity;
- (b) any fluctuation or variation in the conveyance of electricity; or
- (c) any effect on the quality of conveyance or transfer of electricity or the characteristics of the electricity actually conveyed or transferred,

and in each case, *Interruption* has the corresponding meaning. To avoid doubt, any reduction in the electricity injected into the Distribution Network from the Generation Plant due to climatic or operational conditions affecting the Generation Plant (including any maintenance required to operate the Generation Plant in accordance with Good Electricity Industry Practice) will not constitute an Interruption.

Laws means all applicable laws and regulations, and all applicable rules, codes, orders, bylaws and ordinances or instruments made under the authority of, or having the force of, any law or regulation, and includes the Code and any binding determination of the Commerce Commission or any other Government Authority.

Liability Cap means the liability cap set out in Schedule 1.

Line Services means the operation and maintenance of the Distribution Network to permit the Customer to inject electricity into the Distribution Network from the Generation Plant at the Customer Point of Connection up to the Maximum Injection Entitlement. To avoid doubt, the Lines Services do not include any requirement that electricity so injected be conveyed to any particular point of connection, but the Lines Services do include whatever conveyance of electricity results from such injection.





Maximum Injection Entitlement means the maximum quantity in MW up to which the Customer can inject into the Distribution Network from the Customer Point of Connection at any time, as set out in Schedule 1 and varied from time to time in accordance with this Agreement.

Metering Equipment means any apparatus for the purpose of measuring the quantity of electricity transported through an ICP along with associated communication facilities to enable the transfer of metering information.

Non-Trivial means directly affecting the safety, quality, asset life or legal compliance of the Distribution Network, affecting the safety, quality or legal compliance of the Line Services the Distributor provides to its consumers or requiring the Distributor to incur additional costs to maintain the Distribution Network.

Period of Inaccuracy means the period since the most recent prior test conducted on the Primary Metering Equipment (according to the Code by an approved test house) in which the Primary Metering Equipment was shown to be measuring accurately, to the time at which accurate measurement by the Primary Metering Equipment is restored.

Personnel means in respect of an entity, any individual who is an agent, director, officer, employee, contracted staff member or other worker of that entity, or of that entity's contractors; although the fact that one Party to this Agreement is a contractor to the other will not result in the Personnel of the first Party being treated as Personnel of the second Party.

Power Factor means the extent to which voltage and current are in phase, as commonly understood in the electrical engineering industry.

Pre-Connection Period means the period described in the pre-amble to clause 2.2.

Price Change means a change to the Prices.

Prices means the rate(s) used to calculate the Charges and/or Distributor Payments as set out in the Pricing Schedule and updated from time to time in accordance with this Agreement.

Pricing Principles means the pricing principles set out in paragraph 2 of Schedule 2.

Pricing Schedule means Schedule 2.

Primary Metering Equipment means the Metering Equipment installed at the Customer Premises in respect of each Customer Point of Connection and used for the purposes of providing reconciliation data under Part D of the Code.

Regulated Terms means the regulated terms for distributed generation provided by Schedule 6.2 of the Code, and any successor set of terms provided by regulation.

Regulatory Change means any change Laws, including the Code, and including the introduction of a new Law, and a change in any Government Authority's interpretation or application of any Law.

Required Power Factor means the required power factor which the Distributor must maintain at any particular Grid exit point, as required by the Transmission Provider from time to time, including in any agreement with the Distributor which for the avoidance of doubt may be 1 (unity power factor).





Retailer has the meaning given in the Code.

Rulings Panel means the Rulings Panel under the Act.

System Operator means the person who is the system operator under the Act.

Term means the term of this Agreement, set out in clause 1.1.

Transmission Provider means a person who transports electricity across the Grid and provides the Distributor with services relating to the injection or off-take of electricity, but excludes the Customer.

Transmission Provider Premises means the Transmission Provider's grid connection point and substation at Gorge Road, Maungaturoto, Northland.

Use of Money Adjustment means an amount payable at the Interest Rate plus two percentage points, from the due date of the original invoice to the date of settlement of the relevant amount, accruing on a daily basis and compounded at the end of every month.

Works Agreement means an agreement or agreements between

- a) the Customer (or its contractor); and
- b) the Distributor and/or a contractor approved by the Distributor,

for the purpose of carrying out the Connection Works.

20.2 Interpretation

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

Clauses and Schedules: a reference to a clause or a schedule is to a clause or schedule of this Agreement, and a reference in a schedule to a clause is a reference to a clause in that schedule;

Defined Terms: words or phrases appearing in this Agreement with capitalised initial letters are defined terms and have the meanings given in this Agreement;

Documents: a reference to any document, including this Agreement, includes a reference to that document as amended or replaced from time to time;

Headings: headings appear as a matter of convenience and do not affect the construction of this Agreement;

Negative Obligations: a reference to a prohibition against doing any thing includes a reference to not permitting or causing that thing to be done;

No Contra Proferentem Construction: the rule of construction known as the contra proferentem rule does not apply to this Agreement;

Parties: a reference to a party to this Agreement or any other document includes that party's personal representatives/successors, permitted assigns and permitted transferees;





Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Related Terms: 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;

Schedules: the schedules form part of this Agreement;

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations;

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.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of Northpower Limited (Electricity Network) by:

Signed for and on behalf of Northpower Limited (Northpower Renewables) by:



Authorised signatory

Authorised signatory

Name: Mike Gibbs

Name: Ollie O'Neill

Position: Chief Operating Officer - Network

Position: Chief Financial Officer

Date: 24-09-24

Date: 24-09-24

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SCHEDULE 1: KEY DETAILS

10	Expiry Date	The date 30 years after the end of the Pre-Connection Period.
11	Customer Premises	132 Access Road, Ruawai, Northland Section 92 Block XV Tokatoka SD NA1111/153 and Part Section 47 Block XV, Tokatoka SD NZ427/174
12	Generation Plant	Solar Farm
13	Customer Point of Connection	At the bushing of the circuit breaker to be vested to the Distributor connecting the solar farm to the Distributor's Network. As detailed in the final design drawings to be supplied.
14	Technical limits to be observed by Customer	<p>At the Customer Point of Connection:</p> <ul style="list-style-type: none"> - Maximum Injection Entitlement: 20.06 MW at 33kV, being the aggregate limit arising from separate applications to connect the Generation Plant for: <ul style="list-style-type: none"> o 13.5MW; o 0.46MW; and o 6.1MW respectively. - Voltage maintained at -3%, +4.6% of Nominal voltage (33kV); and - Maximum current injection of 399 amps. <p>At the MTO Grid exit point (Maungaturoto GXP):</p> <ul style="list-style-type: none"> - Compensate for the Generation Plant's impact on reactive power to maintain Required Power Factor at "Regional Peak Demand Periods" (as that term is defined in the Transpower Benchmark Agreement) or otherwise as prescribed by the Transmission Provider from time to time which, as at the date of this Agreement, is unity power factor.
15	Distributor Equipment	Ring Main Unit and associated cabling Protection panels, including relays and battery banks Local service transformer and other associated equipment to be finalised on completion of detailed design.
16	Liability Cap	<p>Subject to clause 13.4(b), the Distributor's liability in respect of a single event or series of events arising from the same event or circumstance is capped at \$5 million</p> <p>Subject to clause 13.4(b), the Customer's liability in respect of a single event or series of events arising from the same event or circumstance is capped at \$5 million</p>
17	Public Liability Insurance	\$10 million

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18 **Addresses for notices**

Distributor

Chief Operating Officer - Network, Northpower Limited, 28 Mt Pleasant Rd, Raumanga, Whangarei 0110.
Email: info@northpower.com

Customer

Northpower Limited (Northpower Renewables)
28 Mt Pleasant Rd, Raumanga, Whangarei 0110.
Email: [REDACTED]

Attention: Andrea Greenhalgh





SCHEDULE 2: PRICING SCHEDULE

1 General Matters

- 1.1 The Distributor may vary the Charges from time to time in accordance with clause 11.
- 1.2 In each case, the Charges and any financial benefits that may be available to the Customer as a result of the connection of the Generation Plant to the Distribution Network will be determined by the Distributor in accordance with its pricing methodology as updated and published by the Distributor from time to time, but subject to clause 2.
- 1.3 The Distributor shall ensure that when it updates its pricing methodology and/or varies the Charges in accordance with clause 11, such updates and variations comply with any applicable Laws

2 Pricing Principles

- 2.1 For so long as the Code provides for default connection terms and default pricing principles for the connection of distributed generation to the Distribution Network as amended or replaced from time to time (*Default Principles*), the Charges under this Agreement will not exceed the maximum level permitted by the Default Principles, except to the extent expressly allowed by this Schedule 2. As at the date of this Agreement, the Default Principles are set out in Schedule 6.4 of the Code.
- 2.2 Costs incurred by the Distributor in its capacity as the operator of the Distribution Network regulated under Part 4 of the Commerce Act 1986 or any replacement legislation (*Network Operator*), from other parts of the Distributor's business (including Northpower Contracting) acting on an arm's length basis (*Network Contractor*) will be considered to be "incremental costs" for the purposes of the Default Principles, provided the Network Contractor's charges comply with the Distributor's "Network Procurement for Related Party Transactions policy" as amended from time to time (*Related Party Policy*).
- 2.3 Without limiting paragraph 2.2, "incremental costs" will include any margin charged by the Network Contractor so long as it is charged in accordance with the Related Party Policy.
- 2.4 All costs incurred by the Network Operator which, but for the Customer's connection, would not have been incurred by the Network Operator, shall be considered incremental costs for the purposes of the Default Principles. For the avoidance of doubt, this includes:
 - (a) costs incurred by the Network Operator in relation to this Agreement, including investigations, indemnities, losses, damages, and claims, including Consumer Guarantee Act 1993 claims or liabilities;
 - (b) distinct capital expenditure incurred at any time before or after the Customer is initially connected to the Distribution Network and during the term of the Agreement (*Post Connection*), including as a result of loss or damage to the Distribution Network or asset replacement works; and
 - (c) costs incurred by the Distributor to maintain the Distribution Network that are reasonably necessary to ensure the Customer's ongoing connection to the Distribution Network in accordance with Good Electricity Industry Practice, including the operation of this agreement, and for the avoidance of doubt including internal staff time.

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- 2.5 Where any assets on the Distribution Network require upgrading or replacement or the Distributor reasonably considers that this will be required based on the impact of the injection from the Generation Plant on the asset's expected lifespan, the incremental costs of the upgrade or replacement attributable to the Customer's connection may be charged (at the Distributor's discretion):
- (a) on a periodic basis (e.g., monthly or yearly) by the Distributor in advance of the actual upgrade or replacement work, based on its reasonable estimate of the costs that should be attributed to the Customer (taking into account the likely scope of the work and when it is likely to be needed), with periodic wash-ups to account for the difference between estimated and actual costs; or
 - (b) on the basis of the actual costs incurred by the Distributor for the upgrade or replacement work,
- 2.6 Clauses 2.1 – 2.5 will not be applied in any way that could decrease the amount the Distributor could otherwise charge the Customer under the Default Principles alone.





SCHEDULE 3: CONNECTION STANDARDS

As at the date of this Agreement, the Distributor's Connection Standards are in the form attached to this Schedule.

Connection Standards include but are not limited to:

1. Northpower Technical Requirements for Large Scale Distributed Generation Standard APL.S.01.07 - Date Published 21/07/2021.
2. Power Quality Guidelines ENS 2.1.115- Date Published 24/10/2014.
3. Northpower Power Quality and Power Factor APL.S.01.04 v1.0 (DRAFT 2020).
4. Congestion Management Policy (NET.NP.100.01).
5. Large Scale DG Operations Procedure – Draft
6. Network Distributed Generation Commissioning Standard – Draft

As at the date of this Agreement, the Distributor intends to finalise and publish a commissioning and operating standard for Distributed Generation.





SCHEDULE 4: APPROVAL NOTICE

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Published Date: Next Review Date: Document Approver:

5/04/2022

4/04/2025

Customer Experience Manager

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Warning: Distributed copies of this document may not be the latest. The most up-to-date version is located on the Northpower Intranet.

19-09-24

Northpower Limited (Northpower Renewables)
28 Mt Pleasant Road,
Raumanga,
Whangarei, 0171

Attention: Andrea Greenhalgh

By email to: [REDACTED]

Outcome of Decision: Application to Connect Distributed Generation at Ruawai

We refer to Northpower Limited (Northpower Renewables') (**you, your, Applicant**) application to connect additional distributed generation to Northpower Limited (Electricity Network)'s (**we, us, our, Distributor**) electricity network in relation to your existing approved application at Ruawai.

Your application has been assessed under Part 2 of Schedule 6.1 of Part 6 of the Electricity Industry Participation Code 2010.

We are pleased to confirm that your applications have been approved *with conditions*. The conditions are set out in the **attached** approval details.

This approval is personal to you and cannot be assigned, novated otherwise transferred to another person, including any related company.

However, the above does not prohibit the parties from negotiating an effective transfer of the distributed generation connection agreement (including an equivalent effective transfer of this approval) or other contract documents to another person. We acknowledge that Northpower has commenced the solar project to which this application relates (**Project**) in its capacity as Northpower Renewables and that steps may be taken to restructure Northpower Limited to establish a subsidiary company or companies (**NPR2**) and to transfer responsibility for the Project to NPR2. We record that we have no current concerns and agree in principle to this arrangement. We are willing to enter into equivalent terms which effectively transfer your rights and obligations to NPR2, provided you comply with the signed Distributed Generation Connection Agreement between you and us, including the requirements and conditions in the assignment and security clause (clause 19.5(b) of that agreement.

Please note that you are solely responsible for undertaking your own assessment into the commercial viability of your project including market opportunities, regulatory uncertainty and how the capacity of the network and interactive behaviour of existing and future generation connections may impact your project.



For the purposes of clause 4.2(f)(ii) of the Connection Agreement, Northpower confirms that, as at the date of this approval, there is no Harmonic Generation Limit.

Please confirm your acceptance of our approval including the conditions attached by countersigning a copy of this letter and returning it to me.

Yours sincerely



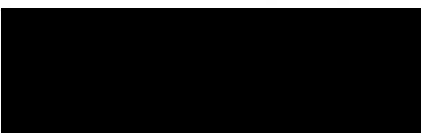
Raj Singh
General Manager – Engineering and Operations
Northpower Limited (Electricity Network)
raj.singh@northpower.com

Acceptance by Northpower Limited (Northpower Renewables)

Northpower Limited (Northpower Renewables) confirms that:

1. its distributed generation to be connected to the Northpower Limited (Electricity Network)'s network is as specified in the Approval Details; and
2. it accepts all of the conditions and other measures relating to the connection as specified by Northpower Limited (Electricity Network) in the Approval Details.

Signed on behalf of Northpower Limited (Northpower Renewables):



Name: Ollie O'Neill

Position: Chief Financial Officer

Date: 24-09-24



Approval Details

Northpower Limited (Electricity Network) (**Distributor**) approves the Applicant's third application in relation to the Distributed Generation Site described below (together, the **Application**) described below, subject to the conditions set out below.

Application Details

Applicant	Northpower Limited (Northpower Renewables)
Existing approved Capacity (13.96 MW at 33kV) made up of First Application and Second Application of 13.5MW and 0.46MW respectively	
Approval date	5 April 2024
This Application (6.64 MW at 33kV)	
Final Application Date	11 December 2023
Distributed Generation Site	132 Access Road, Ruawai, Northland Section 92 Block XV Tokatoka SD NA1111/153 and Part Section 47 Block XV, Tokatoka SD NZ427/174
Other Documentation	<ol style="list-style-type: none"> 1. Final Application dated 11 December 2023 (Final Application) 2. Signed Distributed Generation Connection Agreement between Northpower Limited and Northpower Renewables dated 5 April 2024 (Connection Agreement). 3. Access Road Solar Farm, Additional Capacity - Network Study dated 10 December 2023 (Network Studies/Network Studies Review) 4. AR SF - Impact on MTO 33 kV GXP Memo-Rev02 by AECOM New Zealand Limited dated 3 October 2023 5. Network connection concept design & associated specification, including: <ol style="list-style-type: none"> a. NPL-01-EE-29-S2 - RI NP Approved b. NPL-01-EE-29-S1 - SLD NP Approved c. Demarcation point of the bushing of the Ring Main Unit to be vested to Northpower Network (CB32) <p>(Design)</p>



Date of Approval

The date of approval is: 19-09-24

Conditions of Approval

1. The generation plant specified in the Final Application shall be designed, built, operated and maintained to the standards and parameters detailed in the Design, Final Application and Connection Agreement, unless otherwise agreed by the Distributor.

2. The Applicant shall, at the Applicant's cost:
 - a. meet all findings in the network studies commissioned by Northpower Electricity on behalf of Northpower Renewables in relation to the connection, unless otherwise agreed by the Distributor, including:
 - i. undertaking the further studies recommended in the Network Studies Review (**Further Studies**);
 - ii. complying with all recommendations and requirements made in the Network Studies and any reasonable recommendations and requirements made by the Distributor following its review of the Further Studies (**Further Studies**);
 - iii. resolving, via agreement with the Distributor, any ambiguity or inconsistencies arising from the Network Studies or the Further Studies ; and
 - iv. ensuring that the Generation Plant operates at all times within the acceptable parameters and assumptions described in Network Studies, Further Studies and the Connection Agreement; and
 - b. create within 20 working days of the date of this approval (and update on a monthly basis thereafter), for the Distributor's review and approval, an issues list describing all steps required in subclause (a) above and the status of each of those steps.

3. In relation to the works required to connect the generation plant to the Distributor's distribution network (**Connection Works**), the Applicant shall, unless otherwise agreed to with the Distributor:
 - a. design, build and connect the Connection Works to the Connection Standards (as that capitalised term is defined in the Connection Agreement), including to use design consultants and construction contractors who are approved to work on and in relation to the distribution network;
 - b. obtain the Distributor's written approval of the design at concept design and final design stages; and
 - c. obtain the Distributor's approval proceed/continue with certain stages of the Connection Works specified by the Distributor



- (including livening), to enable the Distributor to audit and assess the Connection Works.
- d. pay the Distributor's costs to produce a detailed protection wide study including settings as part of the detailed design to be reviewed and approved by the Distributor.
4. The Applicant shall, at the Applicant's cost, comply with any further requirements identified by the Transmission Provider (as that capitalised term is defined in the Connection Agreement) to enable the connection.
 5. The Applicant shall procure and/or grant all necessary rights to allow the Distributor to locate, operate, access and maintain the Distributor's equipment and fittings applicable to the Connection Works within the generation plant Site in a form reasonably acceptable to the Distributor (which may include a sublease or an easement in gross on the terms available on the Distributor's website¹).
 6. This approval is given for a third application in addition to the existing approved First Application and Second Application in relation to the generation plant, but it does not alter the timing of any existing applications. If the timing of an application is relevant when applying the Distributor's policies, such as its congestion management policy, then this approval does not entitle the Applicant to have this third application treated as if it were made contemporaneously with any of the existing applications.
 7. Without limiting Northpower's ability to implement congestion management for future state scenarios, the Generation Plant as envisaged by the Application will be immediately subject to network congestion. It is a condition of this approval that the Applicant prepares and submits to the Distributor's complete satisfaction, a curtailment/runback scheme to manage congestion.
 8. Except as specified above, aspects of the Distributor's conditions of approval (including the pre-connection requirements in clause 2.2, the operating parameters in clause 4.2 and the details in schedule 1 of the Connection Agreement) have been negotiated and incorporated into the Connection Agreement. Accordingly, this approval notice is granted on the condition that
 - a. the Connection Agreement is amended to cover this approved Application; and
 - b. the Distributed Generation is connected under the Connection Agreement terms and not any other terms, such as the regulated terms contained within schedule 6.2 of the Electricity Industry Participation Code 2010 (**Code**).

¹ As at the date of this letter, located here: <https://northpower.com/company/legal-forms>



Reasons for conditions

The parties have closely collaborated in relation to the above conditions but, for the avoidance of doubt, the reasons for the above conditions are to ensure that the generation plant will be designed, built, operated and maintained in accordance with good industry practice, law and the Distributor's network standards while maintaining the safety, security of supply and operations of the distribution network.

Charges payable

The detailed charges payable to date in relation to the application and beyond have been either paid or are otherwise agreed in separate contract documentation.

Process for resolving Disputes

The process for resolving disputes arising in relation to the Infrastructure Agreement and Connection Agreement are addressed in those respective agreements.

To the extent that, any other disputes have not been specifically contracted for and to the extent that the subject matter otherwise falls within the scope of clause 6.8 of Part 6 of the Code, the process to resolve such a dispute is set out in Schedule 6.3 of the Code.

SCHEDULE 5: ASSET OWNERSHIP AGREEMENT

Asset Ownership Agreement

This agreement (**Agreement**) between [Northpower Limited / Northpower Fibre Limited] [*Delete one*] (**Northpower**) and the Customer addresses the ownership and vesting of certain assets and is made up of the below schedule (**Schedule**) the Terms and Conditions and any attachments.

Schedule

Customer	[Full name of person/s or company vesting the asset]		
Customer Details	[Address] [Contact address (if different)] [Contact number], [Business number], [Mobile] [Email]		
Customer Premises	[Physical address of Customer premises] [Legal description of property]	Northpower Reference	
Northpower Assets	[Summary of assets to be vested to and owned by Northpower] at or near to the Customer's Premises as shown in the attached plan and including: <i>[Insert description]</i>		
Customer Assets	<i>[Summary of assets to be owned by the Customer]</i> as shown in the attached plan.		
Purchase Amount	Nil		
Special Conditions	N/a		
Customer Warranty	<p>The Customer warrants that it has, in the acquisition and/or construction of the Northpower Assets:</p> <ul style="list-style-type: none"> Complied with all laws relevant to construction and use of the Northpower Assets, including environmental laws and district and regional plans, Obtained any required resource consents and authorities in relation to the Northpower Assets, complied with all conditions of those resource consents and authorities and provided a copy of the consents and authorities and any compliance/approval documentation to Northpower (or has attached a copy to this agreement); Complied with the Approval Notice and Connection Standards (as those capitalised terms are defined in the Distributed Generation Connection Agreement between the parties; Disclosed to Northpower any information relevant to the quality, integrity, compliance and safety of the Northpower Assets, including construction and any known or suspected defects. 		
Vesting Date	<ul style="list-style-type: none"> <i>[Add vesting date e.g. The date that the Northpower Assets are lived to Northpower's network with Northpower's authorisation]</i> 		

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Terms and conditions

Unless specifically defined, capitalised terms in this Agreement have the meaning specified in the Schedule.

Northpower Assets

1. In consideration for the mutual promises contained in this Agreement, the Customer agrees to vest the Northpower Assets to Northpower.
2. The Northpower Assets will become Northpower's unencumbered property from the Vesting Date.
3. From the Vesting Date, Northpower will be responsible for the maintenance of the Northpower Assets and will comply with all applicable legislation as a network operator in relation to the Northpower Assets.
4. The Customer agrees that the Northpower Assets will not become part of the Customer Premises even if they are laid in or attached to land forming part of the Customer Premises. The Customer will ensure that no subsequent owner or lessee of the Customer Premises acquires or claims any ownership rights or security interests in the Northpower Assets.
5. If a Purchase Amount is specified in the Schedule, Northpower shall pay or credit the Purchase Amount to the Customer within one month of the Vesting Date.

Customer Obligations and Acknowledgements

6. The Customer will continue to own and be responsible for the Customer Assets including to maintain them at its cost and to keep them in good and safe working order.
7. The Customer agrees to:
 - 7.1. any Special Conditions in the Schedule;
 - 7.2. grant access to Northpower and its agents, subcontractors and invitees to enter the Customer Premises to install, maintain, inspect, replace or remove the Northpower Assets from time to time and ensure that the Customer Premises is safe and accessible; and

- 7.3. provide all information, assistance and co-operation reasonably required by Northpower to give effect to the intention of this Agreement.

8. The Customer accepts that there are other matters, which must be satisfied, in addition to executing this Agreement, before Northpower will authorise the livening of fittings or installations to Northpower's network including meeting any of Northpower's relevant network standards or meeting conditions of approval in relation to any works carried out by the Customer.

Customer Warranties

9. The Customer provides the following warranties:
 - 9.1. the Customer Warranties in the Schedule;
 - 9.2. that the Customer has the legal right and authority to vest the Northpower Assets to Northpower and enter this Agreement; and
 - 9.3. that the Northpower Assets are, at the Vesting Date, free of any financial or property interest including a lien, charge or security.

General

10. This Agreement does not affect the Customer's usual rights as a consumer connected to the network.
11. Nothing in this Agreement limits Northpower's rights or powers including under the Electricity Act 1992 or any regulations made under that Act, as amended or replaced from time to time.
12. Any determination that any part of this Agreement is illegal, void or unenforceable will not affect any other part of this Agreement.
13. The Customer may not assign transfer or otherwise dispose of any rights or obligations under this Agreement.
14. This Agreement is governed by the laws of New Zealand.
15. This Agreement may be executed in counterparts.



Execution

Signed for and on behalf of the **Customer**:

Please tick any relevant boxes below and attach documentation to this agreement.

- I have **attached** construction and maintenance records relating to the assets to be vested.
- I have **attached** copies of resource consents and authorities and all associated compliance documentation relating to the assets to be vested.
- I have **attached** a disclosure of any quality, integrity, compliance and safety issues, including known defects, relating to the assets to be vested.
- I have **attached** the following additional information:

Signature

Authorised signatory's name

Date

Signed for and on behalf of **Northpower Limited**:

Signature

Authorised signatory's name

Date



Attachment – Plan

Controlled Document



Published Date:

5/04/2022

Next Review Date:

4/04/2025

Document Approver:

Customer Experience Manager

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Published Date:

Next Review Date:

Document Approver:

5/04/2022

4/04/2025

Customer Experience Manager

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CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Michael Desmond Gibbs**, of Mangawhai, Chief Operating Officer Network, certify that:

1. By deed dated 18 September 2024 (registered at Land Information New Zealand under document number PA 13118053.3) **Northpower Limited**, New Zealand Company Number 524776, a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney.
2. By deed of power of attorney dated 18 September 2024 (registered at Land Information New Zealand under document number PA 13118053.1) **Northpower Fibre Limited** (previously Whangarei Local Fibre Company Limited), New Zealand Company number 3223207, a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney.
3. I have executed the attached document under the powers conferred on me by the above power/s of attorney.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by Northpower Limited or Northpower Fibre Limited or otherwise.



MICHAEL DESMOND GIBBS

29/11/24
Dated _____

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Oliver Michael O'Neill**, of Whangarei, Chief Financial Officer, certify that:

1. By deed dated 23 March 2020 (registered at Land Information New Zealand under document number PA 11740942.1) **Northpower Limited**, New Zealand Company Number 524776, a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney.
2. By deed of power of attorney dated 14 March 2019 (registered at Land Information New Zealand under document number PA 11570922.1) **Northpower Fibre Limited** (previously Whangarei Local Fibre Company Limited), New Zealand Company number 3223207, a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney.
3. I have executed the attached document under the powers conferred on me by the above power/s of attorney.
4. At the date of this certificate I have not received any notice or information of the revocation of the appointment by Northpower Limited or Northpower Fibre Limited or otherwise.



OLIVER MICHAEL O'NEILL

27/10/24
Dated

