DISTRIBUTED GENERATION CONNECTION AGREEMENT

CENTRALINES LIMITED

ONGAONGA ROAD SOLAR FARM LIMITED PARTNERSHIP

SIMPSON GRIERSON

CONTENTS

AGREEMENT DATED 12 June 2026

PARTIES

1. **CENTRALINES LIMITED**, a company with its registered office at 17 Coughlan Road, Waipukurau, 4200, New Zealand (NZBN 9429038872907) (**Distributor**)

2. **ONGAONGA ROAD SOLAR FARM LIMITED PARTNERSHIP**, a limited partnership with its registered office at Level 1, 111 Hurstmere Road, Takapuna, Auckland, 0622, New Zealand (NZBN 9429053721358) (**Customer**)

INTRODUCTION

A. The Distributor owns and operates the electricity distribution network in the central Hawke's Bay region.

B. The Customer intends to construct a solar generating station at 921 Ongaonga Road, Ongaonga, Hawke's Bay, connect it to the Distributor's network, inject electricity generated by the station into the Distributor's network, and take electricity from the Distributor's network to service the station.

C. The Customer and Distributor have separately entered into an agreement in relation to upgrades and additions to the Distributor's network to enable connection of the Customer's station to the network.

D. The Distributor agrees to provide to the Customer, and the Customer agrees to purchase, electricity line function services for the Customer's station (the Delivery Services) on the terms and conditions set out in this agreement.

THE PARTIES AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement, unless the context otherwise requires:

Bank Base Rate means, for a day:

(a) the three Month bid rate in the Bank Bill Reference Rates Report published by the New Zealand Financial Markets Association and applying on or about 10:30am on the day; or

(b) if no such rate is displayed or that report is not available, the three Month bid rate in the Bank Bill Reference Rates Report when that rate was last displayed or when that report was last available.

BESS means battery energy storage systems.

Budget has the meaning given to that term in clause 13.4(a);

Business Day means every day except Saturdays, Sundays and days that are statutory holidays in Waipukurau, and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

CGA has the meaning given to that term in clause 18.4.

Charges means the charges payable by the Customer to the Distributor under this agreement for the Delivery Services (including both Load and Export).

COC means a certificate of compliance under the Electricity (Safety) Regulations 2010 for the Customer Plant.

Code means the Electricity Industry Participation Code 2010.

Conditions Precedent has the meaning given to that term in clause 2.2.

Confidential Information means any data or other information:

(a) relating to the terms of this agreement; or

(b) disclosed by or on behalf of a party (the disclosing party) to the other party (the receiving party), or that otherwise becomes known to the receiving party, under or in connection with this agreement or the Delivery Services, and that:

(c) relates to the business of the disclosing party or its suppliers or customers;

- **(i)** is disclosed on the express basis that the information is confidential; or

- **(ii)** the receiving party ought reasonably expect to be confidential,

but excluding:

(d) information already known to the receiving party before it was disclosed to the receiving party by the disclosing party under or in connection with this agreement or the Delivery Services, and that the receiving party:

- **(i)** did not receive under an obligation of confidence; and

- **(ii)** did not knowingly receive from a person who breached an obligation of confidence by disclosing it to the receiving party; and

(e) information disclosed to the receiving party by a person who is not the disclosing party or a person acting on the disclosing party's behalf that the Receiving Party:

- **(i)** did not receive under an obligation of confidence; and

(ii) did not knowingly receive from a person who breached an obligation of confidence by disclosing it to the receiving party; and

(f) information that is publicly available other than as a result of a breach of confidence by the receiving party.

Congestion Policy means the Distributor's published written policy for managing congestion or capacity constraints on the Distribution Network, which may include circumstances in which distributed generation will be, or may be, Interrupted.

Connection means each point of connection (as that term is defined in the Code) at which electricity may flow between the Distribution Network and the Customer Plant, as specified in Schedule 1.

Customer Plant means the Customer's solar generating station described in Schedule 1, together, where applicable, with any Fittings owned, used or managed by the Customer (except Fittings that comprise part of the Distribution Network) that form part of:

(a) BESS that stores energy generated by the generating station; or

(b) the system for conveying electricity between the generating station or BESS and the Distribution Network.

Customer Premises means land or buildings owned, occupied or managed by the Customer or a Related Party of the Customer, including the land on which, and any building in which, the Customer Plant is located.

Customer Termination Notice has the meaning given to that term in clause 16.4.

Default Rate means the Bank Base Rate plus 5% per annum.

Delivery Services means the Electrical Connection of the Customer Plant to the Distribution Network at the Connections and the transportation of electricity to or from the Customer Plant via the Distribution Network.

Disconnection Notice has the meaning given to that term in clause 16.2.

Dispute has the meaning given to that term in clause 20.1.

Dispute Notice has the meaning given to that term in clause 20.1.

Distribution Network means the Distributor's system for the conveyance of electricity, including the Distributor Equipment, New Connection Assets and all other Fittings comprising that system, which terminates at the Connections.

Distributor Equipment means Fittings belonging to the Distributor or a Related Party of the Distributor that are from time to time installed in, over, on or immediately adjacent to Customer Premises.

Electrically Connect has the meaning given to that term in the Code.

Electrically Disconnect has the meaning given to that term in the Code.

Event of Default has the meaning given to that term in clause 16.1.

Export means electricity that is generated by the Customer Plant and injected into the Distribution Network at the Connections.

Fittings has the meaning given to that term in the Electricity Act 1992.

Force Majeure means any event, circumstance or combination of events or circumstances that is or are beyond the reasonable control of a party, including:

(a) declared or undeclared war, revolution, riot, act of terrorism, commandeering, nationalisation or requisition by or under the order of any Government Agency;

(b) stoppage, material shortage or short term restriction of labour, including an industrial dispute, strike, ban, embargo and lockout (provided that any such unavailability of labour is not restricted to the party claiming Force Majeure);

(c) act of any Government Agency, including a governmental restraint, order, embargo or declaration of regional or national state of emergency (or equivalent);

(d) natural disaster including cyclone, tsunami, flood, earthquake, volcanic eruption, fire, landslide or mudslide; or

(e) disease, epidemic, pandemic or officially imposed quarantine,

(f) but excluding any:

  (i) event or circumstance that could have been avoided by the party claiming Force Majeure acting in accordance with Good Industry Practice or otherwise exercising a reasonable standard of care; or

  (ii) lack of funds, authority or power on the part of the party claiming Force Majeure.

FTA has the meaning given to that term in clause 18.4.

General Partner means the general partner of the Customer under the Limited Partnerships Act 2008;

Good Industry Practice means:

(a) in relation to the Distributor, the exercise of a degree of skill, diligence, prudence and foresight that 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 the size, age and technology of the Distribution Network), consistent with Law, safety, environmental protection, and reasonable and prudent operating practice (as that term is defined in the Code); and

(b) in relation to the Customer, the exercise of a degree of skill, diligence, prudence and foresight that would reasonably be expected from a skilled and experienced electricity generator in New Zealand under conditions comparable to those applicable to the Customer Plant, consistent with Law, safety, environmental protection, and reasonable and prudent operating practice (as that term is defined in the Code).

Government Agency means any recognised government or governmental, semi-governmental or judicial body, whether at a national or local level.

Grid has the meaning given to that term in the Code.

GST means goods and services tax under the Goods and Services Tax Act 1985, at the rate prevailing from time to time, including any tax levied in substitution for that tax but excluding any penalties or interest payable under that Act.

Insolvency Event means, in relation to a person:

(a) that person ceases, or threatens to cease, to carry on its main business or operations;

(b) liquidation of that person (other than a solvent restructuring approved by the person's shareholders);

(c) that person becoming subject to administration under the Companies Act 1993 or the declaration of bankruptcy by that person;

(d) that person becoming subject to deregistration or suffering a terminating event under the Limited Partnerships Act 2008;

(e) removal of that person from the New Zealand Companies Register (other than an amalgamation or solvent restructuring approved by the person's shareholders);

(f) the appointment of a receiver or statutory manager in respect of that person or any material part of that person's assets;

(g) that person entering into any type of arrangement for the reorganisation of its debts for the benefit of all of its creditors generally; or

(h) any event analogous in nature to those described in (a) to (g) occurring in relation to that person.

Interruption means:

(a) an interruption in the conveyance of electricity, or the ability to convey electricity, between the Connections and the Customer Plant, including by way of Electrical Disconnection; or

(b) the curtailment of the Customer Plant to limit the amount of Export below the Maximum Injection Entitlement, which may be to zero; or

(c) the curtailment of the Customer Plant to limit the amount of Load below the Maximum Demand Entitlement, which may be to zero.

Invoice has the meaning given to that term in clause 14.2.

Invoice Dispute Notice has the meaning given to that term in clause 14.6.

Laws means all:

(a) statutes and regulations, and all rules, codes, orders, bylaws, ordinances and instruments made under the authority of, or having the force of, a statute or regulation, including the Code;

(b) binding determinations of the Commerce Commission, Electricity Authority, Rulings Panel or other Government Agency as to the application or interpretation of the laws referred to in paragraph (a); and

(c) common law rights and obligations.

Load means electricity that is taken off the Distribution Network at the Connections.

Maximum Demand Entitlement means the maximum quantity of Load permitted at a Connection, as specified in Schedule 1.

Maximum Injection Entitlement means the maximum quantity of Export permitted at a Connection, as specified in Schedule 1.

Metering Equipment means metering equipment, including power quality metering equipment, capable of measuring and recording the Metering Information.

Metering Information means the following measured quantities at each Connection:

(a) real and reactive electricity volumes (kWh and kVArh) recorded separately for Export and Load at the Connection;

(b) voltage (including voltage flicker) and harmonics at the Connection; and

(c) such other measured quantities relating to Export or Load at the Connection as the Distributor may reasonably require.

Month means a calendar month.

Negotiation Period has the meaning given to that term in clause 20.3.

Network Connection Standards means the Distributor's technical and operating requirements that:

(a) are set out in published written policies and standards of the distributor; and

(b) relate to distributed generation connected to the Distribution Network, including requirements relating to the planning, design, construction, testing, inspection, and operation of distributed generation that is, or is proposed to be, so connected,

and include the Congestion Policy and the Distributor's emergency response policies and safety standards.

New Connection Assets means the new or upgraded Distribution Network assets necessary for connecting the Customer Plant to the Distribution Network at each Connection, as provided under the Works Agreement.

O&M Charge has the meaning given to that term in clause 13.4(c)(i);

Other Customer means any person other than the Customer who purchases line function services from the Distributor, whether as an end use customer or Retailer.

Permitted Purposes has the meaning given to that term in clause 21.1(b).

Pricing Methodology means the Distributor's pricing methodology for a Pricing Year published under clause 2.4.1 of the Electricity Distribution Information Disclosure Determination 2012 [2012] NZCC 22.

Pricing Year means a 12-Month period starting on 1 April of a year and ending on 31 March of the next year.

Regulatory Change means any change in Law, including the introduction of any new Law and any change in a Government Agency's interpretation or application of any Law, but excluding the coming into force of any new or changed Law that was promulgated before the date of this agreement.

Related Party means, for a party:

(a) any related company (as defined in the Companies Act 1993) of the party; and

(b) any other person that would be a related company of the party if both the party and the other person were companies registered under the Companies Act 1993.

Relevant Obligation has the meaning given to that term in clause 17.1.

Retailer has the meaning given to that term in the Code.

Review Notice has the meaning given to that term in clause 4.1.

ROI means a record of inspection under the Electricity (Safety) Regulations 2010 for the Customer Plant.

Service Commencement Date has the meaning given to that term in clause 2.1.

Single Event means any event, act or omission giving rise to liability of one party to the other party under or in connection with this agreement or the Delivery Services, or series of such events, acts or omissions arising from the same circumstances.

Solar Farm Financial Close means the point at which the Customer's lender has formally confirmed, on terms reasonably satisfactory to the Customer, that financing will be made available for the development, construction, connection and operation of the Customer Plant.

System Operator means the system operator under the Electricity Industry Act 2010.

Technical Requirements means the following technical and operating requirements in the following priority order, from highest to lowest, if there is a conflict (unless a different priority is required to ensure the Customer Plant and the Customer's operation of it comply with Good Industry Practice):

(a) the technical and operating requirements applicable to the Customer Plant under the Electricity (Safety) Regulations 2010, Code and other Laws;

(b) the technical and operating requirements for the Customer Plant specified in Schedule 1;

(c) any technical or operating requirements that are conditions of the Distributor's approval of the Customer's application to connect the Customer Plant to the Distribution Network under Part 6 of the Code; and

(d) the technical and operating requirements in the Network Connection Standards.

Termination Notice has the meaning given to that term in clause 16.3.

Transmission Charges means any charges paid or payable by the Distributor to Transpower, including:

(a) transmission charges under the transmission pricing methodology in Schedule 12.4 of Part 12 of the Code; and

(b) charges under Transpower works agreements (being agreements between the Distributor and Transpower for investments in the Grid) that arise due to, or in connection with, the provision of the Delivery Services.

Transpower means Transpower New Zealand Limited and its successors and assignees.

Tripartite Deed means the *Solar Farm Connection and Works Agreements Direct Deed* between the Distributor, Customer and ASB Bank Limited, dated on or about the date of this agreement.

Works Agreement means the *Construction Contract – Network Upgrade* between the parties, dated on or about the date of this agreement.

1.2 In this agreement unless the context otherwise requires:

(a) capitalised terms used but not defined in clause 1.1 or elsewhere in this agreement have the meanings given to them in the Code;

(b) if there is a discrepancy between the provisions of this agreement and the Code, the provisions of this agreement will prevail to the extent permitted by the Code;

(c) clause headings and other headings are for ease of reference only and do not form any part of this agreement, nor do they affect the interpretation of this agreement;

(d) "including" and similar expressions do not imply limitation;

(e) words importing the singular number include the plural and vice versa;

(f) references to parties are to the Distributor and the Customer and their respective successors and permitted assignees;

(g) references to persons include individuals, companies, corporations, firms, partnerships, joint ventures, associations, organisations, trusts, states or agencies of state and Government Agencies, in each case whether or not having separate legal personality;

(h) references to clauses and Schedules are to clauses and schedules of this agreement. Each Schedule forms part of this agreement;

(i) any obligation not to do something includes an obligation not to suffer, permit or cause that thing to be done;

(j) any obligation to do something promptly is an obligation to do that thing as soon as reasonably practicable in the circumstances;

(k) references to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision that amends or replaces it, and any Law made under it;

(l) the rule of construction known as the contra proferentem rule does not apply to this agreement;

(m) all Charges and other monetary amounts are stated exclusive of GST (if applicable) and in New Zealand currency, and all amounts payable by a party under this agreement are to be paid in that currency. GST is payable at the same time and in the same manner as is any other amount payable under this agreement, where that amount is subject to GST;

(n) if the Customer is more than one person, any reference to the Customer includes all of those persons jointly and severally;

(o) a right conferred by this agreement to do any act or thing is capable of being exercised from time to time; and

(p) references to any document (however described) are to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether paper or electronic.

2. CONDITIONS PRECEDENT

2.1 This clause 2 and clauses 16, 18 and 20 to 24 have effect from the date of this agreement. Otherwise, this agreement will commence and take effect when all the Conditions Precedent have been satisfied or waived (**Service Commencement Date**).

2.2 This agreement is conditional on:

(a) the Customer obtaining all material resource consents, building consents and property rights required for the Customer Plant, to the reasonable satisfaction of the Distributor;

(b) the Customer obtaining all necessary ROIs and COCs, completing all commissioning tests on the Customer Plant required under the Technical Requirements, and otherwise demonstrating to the reasonable satisfaction of the Distributor that the Customer Plant complies, and will comply, with the Technical Requirements;

(c) the Customer having in place arrangements that are compliant with the Code for the sale and purchase of the Export and Load;

(d) the Customer having installed Metering Equipment at all Connections that complies with the Code;

(e) the Customer having fulfilled all of its accrued obligations under the Works Agreement;

(f) the New Connection Assets having been commissioned; and

(g) the Customer having notified the Distributor that Solar Farm Financial Close has occurred,

together, the **Conditions Precedent**.

2.3 For the purposes of satisfying the Condition Precedent in clause 2.2(b), the Customer must provide to the Distributor for its approval a detailed commissioning test plan for the Customer Plant to demonstrate that it can comply with the Technical

Requirements. The Customer must not start the commissioning tests for the Customer Plant unless and until the commissioning test plan is approved in writing by the Distributor and, if required under the Code, the System Operator. The Distributor must not unreasonably withhold its approval.

2.4 The Conditions Precedent in clauses 2.2(a) to 2.2(e) are for the sole benefit of the Distributor and cannot be waived except by the Distributor giving notice to the Customer. The Condition Precedent in clause 2.2(g) is for the sole benefit of the Customer and cannot be waived except by the Customer giving notice to the Distributor. The Conditions Precedent in clause 2.2(f) is for the benefit of both parties and cannot be waived.

2.5 Subject to clauses 2.6 and 2.7, if:

(a) any of the Conditions Precedent in clauses 2.2(a) to 2.2(f) remains outstanding for more than 24 months following the execution of this agreement and has not been waived; or

(b) the Condition Precedent in clause 2.2(g) remains outstanding for more than 12 months following the execution of this agreement and has not been waived,

or, in either case, such later date as may be agreed by the parties, then at any time before the Condition Precedent has been satisfied or waived, a beneficiary of the Condition Precedent may cancel this agreement by giving notice to the other party, in which case this agreement will terminate immediately (provided that this will not affect either party's rights or obligations under the Works Agreement or Tripartite Deed).

2.6 A beneficiary will not be entitled to exercise a right to cancel this agreement due to a failure or delay in satisfaction of a Condition Precedent if and to the extent such failure or delay is caused or contributed to by an act or omission of the beneficiary.

2.7 The time by which any of the Conditions Precedent in clauses 2.2(a) to 2.2(f) must be satisfied or waived under clause 2.5(a) will be extended by the period of any Force Majeure that prevents the satisfaction of that Condition Precedent, up to a maximum of a further 12 months.

2.8 To the extent the satisfaction of a Condition Precedent is reasonably within the control of a party, the party will use reasonable endeavours to ensure the satisfaction of the Condition at the earliest date practicable.

3. TERM

This agreement will commence on the date of this agreement (to the extent set out in clause 2.1) and, except in the case of termination under clause 2.5, 9.9, 16 or 17.3, will continue until the earlier of:

(a) one year (or such longer period specified in the notice) after the date the Customer gives the Distributor notice of termination; or

(b) 5 September 2059. During the 12 months preceding this date the Distributor must, if requested by the Customer, negotiate with the Customer in good faith to endeavour to agree terms (including terms for any required replacement or upgrade of the Distribution Network) on which the Delivery Services may continue to be provided.

4. REVIEW OF AGREEMENT

4.1 Either party (the initiating party) may initiate a review of this agreement by notifying the other party of proposed amendments to this agreement and the basis on which such amendments are sought (**Review Notice**). The other party must respond in writing to the initiating party within 15 Business Days of the Review Notice, with agreement to or rejection of the proposed amendments and, in the case of rejection, an alternative proposal (which may be no change to this agreement).

4.2 The parties must negotiate in good faith to reach prompt agreement on the proposed amendments. If agreement is not reached within 30 Business Days, or such longer period as the parties may agree, of the Review Notice then, subject to clause 4.3:

(a) the review will be at an end;

(b) the matter cannot be referred to dispute resolution under clause 20; and

(c) this agreement will continue on the same terms in effect before the Review Notice.

4.3 If a proposed amendment is requested by the initiating party due to a Regulatory Change and the parties do not agree to the amendment within the period referred to in clause 4.2, either party may refer the matter directly to expert determination or mediation under clause 20, on the basis that the agreement must be amended to the extent reasonably required to:

(a) enable the parties to comply with their respective obligations under this agreement and all Laws following the Regulatory Change; and

(b) ensure that, to the extent reasonably practicable, each party's overall balance of benefit and burden under this agreement is not adversely impacted compared to the balance immediately before the amendment is made , taking into account the effect of all Regulatory Changes occurring after the date of this agreement.

For the purposes of this clause and clause 20, the Review Notice will be treated as a Dispute Notice and the period referred to in clause 4.2 will be treated as the Negotiation Period.

4.4 To avoid doubt, this clause 4 does not apply to changes to the Charges, which may only be changed by the Distributor in accordance with clause 13.

5. DELIVERY SERVICES

5.1 On and from the Service Commencement Date, the Distributor must, in accordance with this agreement, applicable Laws and Good Industry Practice:

(a) provide the Delivery Services to the Customer (at, to and from the Connections); and

(b) operate and maintain the Distribution Network assets required to provide the Delivery Services to the Customer.

5.2 The Customer acknowledges that:

(a) the Delivery Services may, from time to time as contemplated by this agreement, be subject to Interruptions. Continuous, un-Interrupted Delivery Services are not guaranteed;

(b) momentary fluctuations in voltage or frequency on the Distribution Network can occur at any time:

(i) which may cause damage to the Customer Plant (for which the Distributor has no liability to the Customer);

(ii) which are not treated as Interruptions or a defect in the Delivery Services; and

(iii) against which the Customer is solely responsible for taking steps to protect its Customer Plant;

(c) the Distribution Network, including the Distributor Equipment, is and will remain the sole property of the Distributor or its Related Parties; and

(d) the Customer has entered into this agreement as an alternative to any applicable regulated terms in the Code, and accordingly such regulated terms do not apply to the Delivery Services.

6. UPGRADE OR EXTENSION

6.1 If, after the Service Commencement Date, the Customer requests that the Distributor replace, extend or otherwise upgrade the Delivery Services or Distribution Network, the Distributor may require the Customer to enter into a further agreement to record the terms on which the Distributor will carry out the replacement, extension or upgrade.

6.2 As part of the terms for any replacement, extension or upgrade of the Delivery Services or Distribution Network referred to in clause 6.1, the Distributor may require the Customer to pay the remaining capital value of the New Connection Assets and any other Distribution Network extension or upgrade constructed to enable the connection of the Customer Plant.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer must:

(a) comply, and ensure the Customer Plant complies, with applicable Laws and the Technical Requirements;

(b) operate and maintain the Customer Plant in accordance with applicable Laws, Good Industry Practice and the Technical Requirements, including by not operating or maintaining the Customer Plant in a way that may have an adverse effect on the Distribution Network, the Delivery Services or line function services the Distributor provides to any Other Customer;

(c) promptly notify the Distributor on becoming aware of any fault in the Customer Plant that is adversely affecting, or may adversely affect, the Distribution Network or Delivery Services, and keep the Distributor updated with all information available to the Customer about the fault, its underlying causes and remediation efforts;

(d) maintain arrangements that are compliant with the Code for the sale and purchase of the Export and Load;

(e) not, except with the Distributor's prior written consent (which may be conditional on the Customer agreeing to changes to this agreement):

(i) make any material changes to the Customer Plant that may have a material adverse affect on the Distribution Network, the Delivery Services or line function services the Distributor provides to any Other Customer;

(ii) (without limiting subclause (i)) develop the Customer Plant by installing any BESS or additional BESS as part of it;

(iii) cause Export at a Connection to exceed the Maximum Injection Entitlement for the Connection;

(iv) cause Load at a Connection to exceed the Maximum Demand Entitlement for the Connection;

(v) carry out any load control signalling or convey any other signals through the Distribution Network; or

(vi) make any interconnection between a Connection and any other point of connection (as that term is defined in the Code) to the Distribution Network, including between two or more Connections;

(vii) comply with the instructions of the System Operator in respect of the Customer Plant and its connection to the Distribution Network; and

(viii) (without limiting subclause (a)), comply, and ensure the Customer Plant complies, with the Electricity (Safety) Regulations 2010, including where the Customer intends to liven or re-liven the Customer Plant.

7.2 If the Customer becomes aware that the Customer Plant does not comply with any requirement of this agreement, the Customer must promptly, and in any event no later than two Business Days after becoming aware of the non-compliance, notify the Distributor.

7.3 If the Customer intends to cease Export, or reduce Export by an amount exceeding 20% of the Customer Plant's then current Export capacity, for a period of more than two months, the Customer must use reasonable endeavours to provide at least 10 Business Days' prior notice to the Distributor, advising the start date and time and expected duration of the cessation or reduction. The Distributor acknowledges that in an emergency or otherwise urgent situation the Customer may be unable to provide such notice, but the Customer must give the Distributor as much prior notice of the cessation or reduction as reasonably practicable in the circumstances.

7.4 The Customer will provide the Distributor with:

(a) such information or documentation relating to the Customer Plant as the Distributor may reasonably request from time to time, including details of any changes to the Customer Plant with any relevant drawings or schematics; and

(b) such other information as the Distributor may reasonably require from time to time for the purpose of:

(i) calculating Charges;

(ii) assessing the Customer's performance of its obligations under this agreement;

(iii) enabling the Distributor to perform its obligations and exercise its rights under this agreement; or

(iv) planning for, operating or maintaining the Distribution Network,

which may include Export or Load projections.

8. NETWORK CONNECTION STANDARDS

8.1 The Customer acknowledges that the Distributor's technical and operating requirements for distributed generation connected to the Distribution Network may change from time to time and the Distributor may amend the Network Connection Standards accordingly.

8.2 If the Distributor proposes to amend the Network Connection Standards in a way that is reasonably likely to have a material adverse effect on the Customer, the Distributor must consult with the Customer (not necessarily individually) on the proposed amendment. The Distributor must:

(a) use reasonable endeavours to start the consultation at least 180 days before the Distributor proposes to implement the amendment; and

(b) give due consideration to all feedback received from stakeholders, including the Customer, on the proposed amendment.

8.3 The Distributor must not propose any amendment to the Network Connection Standards that may cause or require the Customer to breach any applicable Law or to act inconsistently with Good Industry Practice.

8.4 The Distributor must use reasonable endeavours to notify the Customer at least 90 days before the an amendment to the Network Connection Standards of the type referred to in clause 8.2 becomes effective.

8.5 The Customer acknowledges there may be amendments to the Network Connection Standards that are required urgently (for example, due to a Regulatory Change) and for which the Distributor will not observe the timeframes in clauses 8.2 and 8.4. For those amendments, the Distributor will consult on, and notify the Customer of, the amendment as far in advance as reasonably practicable in the circumstances.

9. INTERRUPTIONS

9.1 Subject to clauses 9.2 and 9.3, the Distributor must use reasonable endeavours to ensure the Delivery Services are not Interrupted.

9.2 The Distributor may effect, or require the Customer to effect, a planned Interruption in the following circumstances:

(a) to enable the Distributor to inspect, or effect alterations, maintenance, repairs or additions to, or manage vegetation near, the Distribution Network, including the Distributor Equipment;

(b) to avoid or mitigate a risk of danger to persons or damage to property, including the Distribution Network and any Other Customer's property;

(c) to preserve and protect the proper working of the Distribution Network and Grid, including in situations where the harmonic allowance at a Connection, or otherwise on the Distribution Network or Grid, is being exceeded due to the operation of the Customer Plant, provided that in doing so the Distributor must use reasonable endeavours to ensure Export and Load are Interrupted:

(i) only to the extent reasonably necessary to preserve and protect the proper working of the Distribution Network; and

(ii) in an equitable manner to other distributed generation connected to the Distribution Network (however, the Distributor is not obliged to Interrupt any Other Customer if the Distributor reasonably considers the problem on the Network is due solely to the operation of the Customer Plant);

(d) to comply with Law;

(e) if the Customer or a Related Party of the Customer fails to allow the Distributor access to Customer Premises as required by clause 10;

(f) to comply with an instruction or request of the System Operator, Transpower (as the Grid owner), the Customer, any Other Customer (if and to the extent the Distributor is required by Law to comply with an instruction or request of that Other Customer) or any other distributor as defined in the Electricity Industry Act 2010;

(g) to enable the Distributor to manage congestion or capacity constraints in the Distribution Network, the Grid or any other network through which the Distributor directly or indirectly takes or delivers a supply of electricity, provided that in doing so the Distributor must use reasonable endeavours to ensure Export and Load are curtailed:

(i) only to the extent reasonably necessary to remove the congestion or resolve the capacity constraints;

(ii) in an equitable manner to other distributed generation connected to the Distribution Network; and

(iii) in accordance with the Congestion Policy;

(h) to accommodate a request for an Interruption from the Customer, in which case:

(i) the request must be received by the Distributor at least 10 Business Days before the start of the requested Interruption; and

(ii) the Customer must reimburse the Distributor for all direct costs reasonably incurred by the Distributor in effecting the requested Interruption; or

(i) to exercise the Distributor's right to Electrically Disconnect the Customer under clause 16.2.

9.3 Unplanned Interruptions may occur due to faults in the Distribution Network caused by equipment failure, accident or Force Majeure. The Distributor must promptly publish information about unplanned Interruptions on the Distributor's website, including the cause and likely duration of the Interruption.

9.4 The Distributor must use reasonable endeavours to provide at least 10 Business Days' prior notice to the Customer of any planned Interruption, advising the start date and time, expected duration and reasons for the Interruption. If the Distributor cannot reasonably provide at least 10 Business Days' prior notice to the Customer of a planned Interruption, the Distributor will provide as much prior notice as reasonably practicable.

9.5 The Customer acknowledges that:

(a) in an emergency or otherwise urgent situation, the Distributor may effect, or require the Customer to effect, a planned Interruption without providing at least 10 Business Days' prior notice, but the Distributor must give the Customer as much prior notice of the Interruption as reasonably practicable in the circumstances; and

(b) unplanned Interruptions will not be notified in advance.

9.6 If the Distributor gives the Customer notice of a planned Interruption and the Customer advises the Distributor no later than two Business Days after such notice that the timing of the Interruption is not suitable, the Distributor must negotiate in good faith with the Customer with a view to agreeing a more acceptable date and time for the Interruption, if and to the extent the timing of the Interruption is within the Distributor's control. If:

(a) no agreement is reached by the end of the Distributor's notice period;

(b) the Distributor has no control over the timing of the Interruption; or

(c) the Distributor reasonably considers it is necessary for the Interruption to take place at the previously notified date and time,

the Distributor will be entitled to effect, or require the Customer to effect, the Interruption at the date and time previously notified. To avoid doubt, the Distributor is not required to schedule a planned Interruption to occur outside of normal business hours or at times of no or low Export.

9.7 The Customer must:

(a) effect any Interruption the Distributor requires the Customer to effect in accordance with this clause 9; and

(b) co-operate with, and provide reasonable assistance to, the Distributor to effect any Interruption in accordance with clause 9.

9.8 Subject to clause 9.9, the Distributor must endeavour, in accordance with Good Industry Practice, to minimise the period of any Interruption.

9.9 If a Connection remains Electrically Disconnected for a period of more than 18 consecutive months, or such longer period as the parties may agree in writing, due to a Customer-initiated Interruption, the Distributor may terminate this agreement for that Connection on notice to the Customer, remove the Connection from Schedule 1, and cease providing Delivery Services for the Connection. If the Distributor has terminated all Connections under this clause, the Distributor may terminate this agreement with immediate effect on notice to the Customer. The Distributor will not withhold its agreement to extend the 18-Month period under this clause if the

Customer provides evidence reasonably satisfactory to the Distributor that the Customer is taking active steps to end the Customer-initiated Interruption but is being delayed by factors outside the Customer's reasonable control, provided that the Distributor is not obliged to agree to extend the period by more than 12 months in total.

9.10 If an Interruption is due to:

(a) congestion or capacity constraints in the Distribution Network, the Grid or any other network through which the Distributor directly or indirectly takes or delivers a supply of electricity, the Distributor will determine the priorities for restoring services to its customers (including the Customer) in accordance with the Congestion Policy and otherwise fairly and equitably, but subject always to any System Operator instructions or requests; or

(b) circumstances that have resulted in a state of national or local emergency under the Civil Defence Emergency Management Act 2002, the Customer acknowledges that the Distributor is required to focus first on the restoration of essential infrastructure and services before restoring other customers.

9.11 An Interruption does not avoid liability for any Charges except to the extent a Charge is calculated based on the quantity of electricity conveyed during the period of the Interruption.

10. EQUIPMENT PROTECTION

10.1 The Distributor must not, and must ensure its contractors and agents do not, interfere with the Customer Plant except:

(a) as expressly permitted by this agreement;

(b) with the Customer's prior written consent; or

(c) to the extent that emergency action has to be taken, in accordance with Good Industry Practice, to protect the health and safety of persons or prevent damage to property. In the event of such interference, the Distributor must promptly notify the Customer of the occurrence and circumstances involved.

10.2 The Customer must not, and must ensure its contractors and agents do not, interfere with the Distribution Network, except to the extent that emergency action has to be taken, in accordance with Good Industry Practice, to protect the health and safety of persons or prevent damage to property. In the event of such interference, the Customer must promptly notify the Distributor of the occurrence and circumstances involved.

10.3 If:

(a) the Distributor discovers evidence of interference with the Customer Plant;

(b) the Customer discovers evidence of interference with the Distribution Network; or

(c) either party discovers evidence of theft of electricity,

the party discovering the evidence of interference or theft must promptly notify the other party. In the event of suspected interference with the Distribution Network, the Distributor may itself carry out an investigation, in which case the Distributor must present the findings from the investigation to the Customer within a reasonable period. The costs of the investigation:

(a) will be borne by the Customer where interference by the Customer or its contractors or agents is discovered to have occurred, or where the interference has been to Distributor Equipment by a third party and the Customer failed to provide reasonable protection against such interference; or

(b) will otherwise be met by the Distributor.

10.4 Subject to clause 18:

(a) if any part of the Customer Plant is damaged by the negligence, wilful act or wilful omission of the Distributor or its contractors or agents, the Distributor must pay the reasonable and demonstrable cost of making good the damage to the Customer; and

(b) if any part of the Distribution Network is damaged by the negligence, wilful act or wilful omission of the Customer or its contractors or agents, the Customer must pay the reasonable and demonstrable cost of making good the damage to the Distributor.

11. ACCESS

11.1 Subject to clause 11.2, the Customer must, and must ensure its Related Parties, provide the Distributor and its contractors and agents with safe and unobstructed access to the Customer Premises at all reasonable times:

(a) for the purpose of installing, testing, inspecting, maintaining, repairing, replacing, operating, reading or removing the Distribution Network, including the Distributor Equipment; and

(b) for the purpose of verifying whether the Customer Plant complies with the requirements of this agreement, including the Technical Requirements;

(c) for the purpose of verifying Metering Information, including the Customer's compliance with clause 12.1;

(d) for the purpose of ascertaining the cause of any interference with the quality of services being provided by the Distributor to the Customer or any Other Customer;

(e) for the purpose of protecting, or preventing danger or damage to, persons or property;

(f) for the purpose of Electrically Connecting or Electrically Disconnecting the Customer Plant; and

(g) for any other purpose reasonably necessary for the Distributor to exercise its rights or perform its obligations under this agreement or to maintain the integrity of the Distribution Network.

11.2 The Distributor must exercise its right of access under clause 11.1 by:

(a) if reasonably practicable, giving the Customer at least 10 Business Days' notice of its intention to access the Customer Premises and the purpose for which it will exercise its right of access. The Customer acknowledges that the Distributor may need to give less or no notice of access in an emergency or otherwise urgent situation;

(b) causing as little disturbance or inconvenience as reasonably practicable to the Customer;

(c) not interfering with any equipment located on the Customer Premises, other than the Distributor Equipment or as otherwise permitted by this agreement;

(d) observing any reasonable security and health and safety measures required by the Customer that are made known to the Distributor by the Customer in writing from time to time; and

(e) otherwise observing Good Industry Practice.

11.3 The rights of access conferred by this agreement are in addition to any right of access the Distributor may have under any Law or contract and will continue in force for a period of three months after the termination or of this agreement to enable the Distributor to gain access to or to remove any of the Distributor Equipment from the Customer Premises. The parties will act in good faith to facilitate such access and removal if the Customer's right of access to the Customer Premises has expired or is due to expire at or around the same time as the termination of this agreement, with the objective of ensuring the Distributor is able to recover the Distributor Equipment.

11.4 The Customer must ensure any easements or other property rights it holds for the Customer Premises are on terms consistent with the Distributor's rights of access under this clause 11.

12. METERING

12.1 The Customer must ensure the Metering Equipment:

(a) is installed at or near each Connection to measure and record the Metering Information; and

(b) complies with any requirements in the Code for that type of Metering Equipment, including as to testing and certification.

12.2 The Customer must:

(a) ensure the Metering Information is provided to the Distributor in real time and on at least a half-hourly basis, or more frequently as the Distributor may reasonably require;

(b) to the extent there is an EIEP (as that term is defined in the Code) for the metering Information, ensure the Metering Information is provided to the Distributor in accordance with the EIEP;

(c) to the extent there is no EIEP for the Metering Information, ensure the Metering Information is provided to the Distributor in a format reasonably required by the Distributor; and

(d) create a telecommunications link between the Customer Plant and the Distributor's SCADA system that complies with the Distributor's reasonable requirements for the purpose of providing the Metering Information to the Distributor in accordance with this clause.

12.3 The Distributor may install its own check metering equipment at or near any Connection.

13. CALCULATION AND VARIATION OF CHARGES

13.1 The Distributor:

(a) must calculate and notify the Customer of the initial Charges before the Customer Plant is Electrically Connected to the Distribution Network for normal operation (that is, other than for testing); and

(b) except for variations under clause 13.2 or 13.4(d) or as the parties may otherwise agree in writing, may only vary the Charges with effect from the start of a Pricing year after first giving the Customer at least 40 Business Days' notice before the start of the Pricing Year of the varied Charges.

13.2 The Distributor may vary the Charges at any time during a Pricing Year on at least five Business Days' notice to the Customer to effect an equitable pass-through of:

(a) any new or increased Transmission Charges;

(b) any new or increased charges, levies or taxes imposed on the Distributor by a Government Agency in respect of the provision of the Delivery Services (excluding tax on the general income of the Distributor); or

(c) any other new or increased costs to the Distributor arising from a Regulatory Change.

13.3 In calculating the Charges and variations to the Charges, the Distributor must:

(a) comply with applicable Laws (including any provisions in the Code relating to the pricing of the Delivery Services);

(b) apply the Pricing Methodology prevailing at the time, as it applies to distributed generation (except if, and to the extent, inconsistent with applicable Laws); and

(c) apply the methodology in clause 13.4 (except if, and to the extent, inconsistent with the Pricing Methodology or applicable Laws).

13.4 Subject to clause 13.3, the Distributor will calculate the Charges for a Pricing Year as follows:

(a) At least 60 Business Days before the start of a Pricing Year, the Distributor will prepare and provide to the Customer a budget for operations and maintenance (planned and unplanned) of the New Connection Assets during the Pricing Year (**Budget**). The Distributor will provide the Customer with reasonable supporting information with the Budget and any further supporting information reasonably requested by the Customer.

(b) At least 50 Business Days before the start of the Pricing Year, the Customer will provide the Distributor with written submissions on the Budget, which the Distributor will take into account in finalising the Budget.

(c) Subject to subclause (d), the Charges for the Pricing Year notified under clause 13.1 will be:

(i) the total budgeted cost for operations and maintenance of the New Connection Assets during the Pricing Year in the final Budget (**O&M Charge**); plus

(ii) any incremental costs the Distributor has incurred or reasonably expects to incur during the Pricing Year or the previous Pricing Year that:

(A) relate to the connection of the Customer Plant to the Distribution Network, Export or Load;

(B) the Distributor does not reasonably expect to recover through the O&M Charge for the Pricing Year or Charges for the previous Pricing Year; and

(C) are not recoverable under the Works Agreement.

(d) If the New Connection Assets are expected to be or become shared assets during the Pricing Year, the Distributor will apportion the charges for the Pricing Year calculated under subclause (c) between the Customer and Other Customers connected to the New Connection Assets in an equitable manner, having regard to the capacities of, and export and load at, the Customer's and each Other Customer's connections to the New Connection Assets.

13.5 The Customer may make submissions in writing to the Distributor on any notified Charges or change to the Charges, which the Distributor will consider in good faith.

13.6 To avoid doubt, the Customer acknowledges that the Charges will include a pass-through of any incremental costs that are Transmission Charges that relate to the connection of the Customer Plant to the Distribution Network, Export or Load.

13.7 Schedule 3 contains an indication of the initial Charges as at the date specified in Schedule 3.

13.8 The Customer agrees and acknowledges that:

(a) the New Connection Assets do not, and will not be, subject to of a pioneer scheme (as defined in the Code); and

(b) the Distributor is not obliged to recover from any Other Customer, or rebate to the Customer, any contribution to the capital cost of the New Connection Assets, except to the extent required by Law.

14. PAYMENT OF CHARGES

14.1 The Customer must pay the Distributor the Charges.

14.2 The Distributor must provide a valid invoice to the Customer for the Charges plus GST payable by the Customer for a Month (**Invoice**) by the 10^{th} Business Day of the following Month.

14.3 Where the Distributor requires information from the Customer, the Customer's Retailer or another third party to prepare an Invoice and the Distributor has not received that information, the Distributor may issue the Invoice based on a reasonable estimate of such information.

14.4 The Distributor must make available to the Customer all information reasonably requested by the Customer in connection with the calculation of the Charges in any Invoice.

14.5 Subject to clause 14.6(a), the Customer must pay the Distributor the total amount of each Invoice by the 20th day of the Month in which the Invoice was issued, or 10 Business Days following receipt of the Invoice by the Customer, whichever is later, provided that if the due date for payment is not a Business Day, payment must be made by the next Business Day.

14.6 If the Customer disputes the amount of an Invoice, the Customer must promptly, and in any event on or before the due date for payment of the Invoice, notify the Distributor of the dispute and provide reasons for the dispute (**Invoice Dispute Notice**), and:

(a) the Customer must pay the undisputed amount of the Invoice in accordance with clause 14.5 but may withhold payment of the disputed amount;

(b) where the Distributor agrees with the matters set out in the Invoice Dispute Notice and:

(i) the Customer has not paid the disputed amount:

(A) the Distributor must promptly issue a new Invoice for the disputed amount;

(B) the Customer must pay the new Invoice within 10 Business Days of receiving it; and

(C) the Customer will not be in breach of clause 14.5 in respect of its failure to pay the disputed amount by the due date for payment of the original Invoice; or

(ii) the Customer has paid the disputed amount:

(A) the Distributor must promptly issue a credit note or a new Invoice to the Customer for the over or under paid amount, as appropriate;

(B) the Customer must pay any new Invoice (plus interest calculated under clause 14.7) within 10 Business Days of receiving it; and

(C) the Distributor must pay the Customer the amount of any credit note (plus interest calculated under clause 14.7) within 10 Business Days of issuing it, or set the amount off against future Charges; and

(c) where the Distributor disagrees with the matters set out in the Invoice Dispute Notice, the parties must endeavour to resolve the dispute in accordance with clause 20.

14.7 Interest on any amount to be paid by either party under clause 14.6(b)(ii), and daily compounded interest, will accrue at the Bank Base Rate from the due date for payment of the disputed Invoice until the date the new Invoice or credit note, as the case may be, is issued.

14.8 The Customer cannot issue an Invoice Dispute Notice after the due date for payment of the relevant Invoice.

14.9 If the Customer fails to pay by the due date for payment any amount of an Invoice, and:

(a) the Customer has not issued a valid Invoice Dispute Notice for that amount; or

(b) the Customer has issued a valid Invoice Dispute Notice for that amount and the Distributor disagrees with the matters set out in the Invoice Dispute Notice,

then interest on the unpaid amount, and daily compounded interest, will accrue at the Default Rate from the due date for payment of the Invoice until the actual date of payment (whether before or after judgment), provided that no interest will accrue on the unpaid amount if subclause (b) applies and the dispute is resolved in the Customer's favour. The Customer must pay the Distributor any interest that accrues under this clause and the Distributor's reasonable costs of any actions taken by the Distributor to recover the debt (including legal costs).

14.10 In no circumstances can the Customer dispute an Invoice later than 12 months after the date of the Invoice.

15. WARRANTIES

15.1 Each party (the warranting party) warrants to the other party that:

(a) as at the date of this agreement, the warranting party has obtained all authorisations and done all things necessary to enter into, and perform its obligations under, this agreement;

(b) as at the date of this agreement, the warranting party is not aware of any fact or circumstance that would, or might reasonably be expected to, prevent the warranting party from performing its obligations under this agreement, at the times and in the manner contemplated by this agreement; and

(c) all information disclosed to the other party by or on behalf of the warranting party in relation to this agreement is, at the time the information is disclosed, complete and accurate in all material respects and that the use of that information by the other party for the purpose for which it was disclosed will not breach the intellectual property rights of any third party.

15.2 Each party acknowledges that, in deciding to enter into this agreement, it has not relied on any representation or warranty (whether express or implied) made by or on behalf of the other party about the subject matter of this agreement other than those contained in this agreement.

16. DEFAULT AND TERMINATION

16.1 An **Event of Default** occurs if:

(a) the Customer fails to pay any amount due and owing to the Distributor under this agreement and the failure is unremedied at the expiry of 10 Business Days after the Distributor notifies the Customer of such non-payment or non-performance, and, in the case of non-payment, the unpaid amount is not the subject of a valid Invoice Dispute Notice; or

(b) a party (the defaulting party) otherwise materially fails to perform or comply with any of its obligations under this agreement, and (if the failure is capable of remedy) the failure is not in the process of being remedied to the reasonable satisfaction of the other party within 10 Business Days of the other party notifying the defaulting party of the failure and requiring it to be remedied.

16.2 If the Customer commits or suffers an Event of Default, the Distributor may, after giving no less than a further 10 Business Days' notice to the Customer (**Disconnection Notice**), Electrically Disconnect the Customer Plant. The Distributor will not be required to reconnect the Customer Plant unless and until the Event of Default has been remedied. The Distributor will not be entitled to Electrically Disconnect the Customer Plant under this clause if the Event of Default in respect of which the Disconnection Notice was issued has been remedied to the reasonable satisfaction of the Distributor.

16.3 If the Distributor has issued a Disconnection Notice (but whether or not the Customer Plant is actually Electrically Disconnected) and the Customer has not remedied the Event of Default within 20 Business Days of the date of the Disconnection Notice, the Distributor may give the Customer a further notice of the Event of Default, giving the Customer a further 10 Business Days to remedy the Event of Default (**Termination Notice**). If the Event of Default remains unremedied at the expiry of the Termination Notice, the Distributor may terminate this agreement immediately on notice to the Customer.

16.4 If the Distributor commits an Event of Default, the Customer may give the Distributor a notice of the Event of Default, giving the Distributor 30 Business Days to remedy the Event of Default (**Customer Termination Notice**). If the Event of Default remains unremedied at the expiry of the Customer Termination Notice, the Customer may terminate this agreement immediately on notice to the Distributor.

16.5 If a party (the insolvent party) suffers an Insolvency Event, the other party may terminate this agreement immediately on notice to the insolvent party.

16.6 On termination of this agreement for any reason:

(a) the Customer must pay the Distributor the Charges that accrued up to and including the date of termination;

(b) the Distributor must arrange for the Electrical Disconnection of the Customer Plant from the Distribution Network at the Connections, following which the Distributor will cease to provide the Delivery Services;

(c) until the Customer Plant is Electrically Disconnected from the Distribution Network, both parties must continue to comply with the terms of this agreement as they applied before termination;

(d) each party must return any of the other party's property in its possession; and

(e) each party must return or certify the destruction of the other party's Confidential Information.

16.7 Termination of this agreement in no way negates the rights and obligations of the parties up to the time of termination. Clauses 10.4, 11 (as it applies to the removal of Distributor Equipment from Customer Premises), 14 (as it applies to accrued but unpaid Charges or Charges not yet invoiced), 16.5, 16.7, 18, 20, 21, 22 (as it applies to the parties' rights and obligations under this agreement that survive termination) and 23, and any other provisions of this agreement clearly intended to survive beyond termination of this agreement, will survive termination of this agreement.

16.8 A party cannot terminate this agreement except as expressly provided for in this agreement or the Works Agreement.

17. FORCE MAJEURE

17.1 If, due to Force Majeure, a party (the affected party) becomes unable, wholly or in part, to perform any of its obligations (a **Relevant Obligation**) under this agreement:

(a) the affected party must give the other party prompt notice of the Force Majeure with full particulars and, insofar as is known to it, the probable extent to which it will be unable to perform, or be delayed in performing, its Relevant Obligation and the steps taken to rectify or mitigate the Force Majeure;

(b) the Relevant Obligation is suspended but only to the extent to which, and for as long as, it is affected by the Force Majeure; and

(c) the affected party must use all reasonable endeavours to promptly mitigate, overcome or remove the effect of the Force Majeure to the extent it is possible to do so, provided that the affected party is not required to:

(i) settle any strike or other labour dispute on terms contrary to its wishes; or

(ii) contest the validity or enforceability of any Law by way of legal proceedings.

17.2 Following the occurrence of Force Majeure the parties must use reasonable endeavours to:

(a) prevent and reduce to a minimum and mitigate the effect of any delay or cost increase occasioned by the Force Majeure, including resource to alternative acceptable sources of services, equipment and materials; and

(b) resume normal performance of this agreement and perform their obligations to the maximum extent reasonably practicable.

17.3 If Force Majeure prevents the affected party performing its material obligations under this agreement for a continuous period of at least 18 months, or such longer period as the parties may agree in writing, either party (the terminating party) may terminate this agreement by giving the other party at least 40 Business Days' notice, provided the terminating party has complied with its obligations under clauses 17.1 and 17.2. If the Customer is the affected party, the Distributor must not unreasonably refuse to agree to extend the 18-month period under this clause, but is not obliged to agree to extend the period by more than 12 months in total.

18. LIABILITY

18.1 Subject to clause 18.6, neither party (the first party) will be liable to the other party under or in connection with this agreement or the Delivery Services (including for negligence or breach of this agreement) for:

(a) any indirect loss, consequential loss, loss of profit, loss of revenue, loss of use, loss of opportunity, loss of contract, or loss of goodwill;

(b) any loss or damage resulting from the liability of the other party to another person (without affecting any liability the first party may have to that other person under the rules of contribution);

(c) any loss or damage resulting from loss or corruption of electronically stored data, computer software or computer hardware;

(d) the consequences of:

(i) any Interruption made in accordance with Law or this agreement; or

(ii) any act or omission of the first party or its contractors or agents that is permitted under this agreement; or

(e) any loss or damage incurred by the other party to the extent the loss or damage is caused or contributed to by any act or omission of the other party or its contractors or agents.

18.2 Without limiting clause 18.1 and subject to clause 18.6, the Distributor will not be liable to the Customer under or in connection with this agreement or the Delivery Services (including for negligence or breach of this agreement) for:

(a) any loss of electricity;

(b) any momentary fluctuations in the voltage or frequency of electricity conveyed or nonconformity with harmonic voltage and current levels in the Distribution Network; or

(c) any failure to provide the Delivery Services to the extent the failure is caused or contributed to by:

(i) any defect or abnormal conditions in the Customer Plant or Customer Premises; or

(ii) a third party's failure to convey electricity into or out of the Distribution Network.

18.3 Subject to clause 18.6, the maximum liability of a party to the other party under or in connection with this agreement or the Delivery Services (including for negligence or breach of this agreement) is:

(a) $1,000,000 (GST exclusive) for a Single Event; and

(b) $3,000,000 (GST exclusive) for all events or circumstances arising in any Pricing Year (pro rated for the period from the date of this agreement until the first 31 March after the date of this agreement).

18.4 The parties agree that, to the maximum extent permitted by Law, the Consumer Guarantees Act 1993 (**CGA**) and sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 (**FTA**) do not apply to this agreement or the Delivery Services because:

(a) all parties to the agreement are in trade;

(b) the Delivery Services are being supplied and acquired in trade; and

(c) in the circumstances it is fair and reasonable for the CGA and the above sections of the FTA not to apply.

18.5 The Customer must indemnify the Distributor against any liability the Distributor may have to a Retailer under section 46A of the CGA, or under any equivalent indemnity contained in a use of system or distribution agreement between the Distributor and the Retailer, to the extent the liability is caused by any act or omission of the Customer.

18.6 The limitations and exclusions in clauses 18.1, 18.2 and 18.3 do not apply to:

(a) the Customer's liability:

(i) to pay the Charges;

(ii) to reimburse the Distributor for debt collection costs under clause 14.9; or

(iii) under the indemnity in clause 18.5; or

(b) either party's liability:

(i) to pay interest under this agreement on any outstanding amount; or

(ii) for fraud, wilful default or breach of clause 21.

18.7 Any legal proceedings in respect of a claim by a party (the claiming party) against the other party under or in connection with this agreement or the Delivery Services (including for negligence or breach of this agreement) must be commenced within 12 months of the claiming party becoming aware of the events or circumstances on which the claim is based.

18.8 To avoid doubt, this clause 18 does not affect either party's liability to the other party under or in connection with the Works Agreement or Tripartite Deed (including for negligence or breach of the Works Agreement or Tripartite Deed).

18.9 The benefit of this clause 18 is extended to the officers, employees and agents of each party and may be enforced by those persons under section 12 of the Contract and Commercial Law Act 2017.

19. INSURANCE

19.1 The Customer must effect and maintain public liability insurance for at least $10,000,000 per occurrence 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 Customer Plant.

19.2 On the Service Commencement Date, on policy renewal and if requested by the Distributor, the Customer must provide the Distributor with certificates of currency of the public liability insurance cover.

19.3 The Distributor must effect and maintain public liability insurance for at least $10,000,000 per occurrence in respect of any liability to third parties (including the Customer) for loss, injury, damage or expense incurred by any act or omission of the Distributor (including its contractors and agents) in connection with the construction, maintenance and/or operation of the Distribution Network.

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

20. DISPUTE RESOLUTION

20.1 Either party may notify the other party of a dispute or difference between them concerning any matter arising under this agreement (a **Dispute**), such notice being a **Dispute Notice**.

20.2 The parties must negotiate in good faith to achieve prompt resolution of any Dispute, both before and after the issue of a Dispute Notice for the Dispute.

20.3 Subject to clause 20.4, every Dispute that is not resolved by negotiations between the parties within 15 Business Days of a Dispute Notice for the Dispute, or such longer period as the parties may agree (the **Negotiation Period**), may be referred by either party to expert determination or mediation within five Business Days of the end of the Negotiation Period by the referring party notifying the other party that the Dispute has been so referred.

20.4 Subject to clause 4.3, a Dispute about a party's unwillingness to agree to amend this agreement or waive a right or remedy under or in connection to this agreement or the

Delivery Services cannot be referred to expert determination or mediation under clause 20.3.

20.5 A party must not commence legal proceedings before any court or tribunal in respect of a Dispute:

(a) unless a party has issued a Dispute Notice for the Dispute;

(b) during the Negotiation Period for the Dispute;

(c) (except if the Dispute is of a type referred to in clause 20.4 and clause 4.3 does not apply to it) within five Business Days of the end of the Negotiation Period; or

(d) if a party has referred the Dispute to expert determination or mediation under clause 20.3, or the parties have otherwise agreed to refer the dispute to alternative dispute resolution, and the expert determination, mediation or other alternative dispute resolution process is ongoing,

provided that either party may take steps to seek urgent injunctive relief before an appropriate court.

20.6 If a Dispute is referred to expert determination:

(a) the parties must endeavour to agree on and appoint an expert within five Business Days of the Dispute being referred to expert determination, or such longer period as the parties may agree;

(b) if an expert is not agreed and appointed under subclause (a) , either party may request the President for the time being of the New Zealand Law Society to make the appointment;

(c) subject to this clause 20.6, the expert must determine the process for the expert determination in consultation with the parties.

(d) the expert is to act as an expert and not as an arbitrator and, accordingly, the Arbitration Act 1996 does not apply;

(e) the expert must give the parties notice of his or her appointment and invite the parties to make such written submissions as the parties wish to make within 10 Business Days from the date of the notice, or such longer period as the parties may agree;

(f) the expert must share each party's submissions with the other party and invite the parties to make such written submissions in reply as the parties may wish to make within a further five Business Days, or such longer period as the parties may agree;

(g) the expert may inspect any relevant records kept by a party relevant to the Dispute, provided that:

(i) a party is not obliged to provide records for inspection that are subject to legal privilege;

(ii) a party is not obliged to provide records for inspection where to do so will breach an obligation owed by that party to a third party or is contrary to Law; and

(iii) each party must use reasonable endeavours to obtain any consent necessary to disclose records requested by the expert (other than records subject to legal privilege);

(h) the expert must take any submissions by the parties into account but is not limited or fettered by them and is entitled to rely on his or her own judgement and opinion;

(i) the expert must endeavour to make a determination within six weeks of his or her appointment, or such longer period as the parties may agree. The determination must be in writing and include reasons. The expert is not obliged to release his or her determination to the parties until the expert's fees and expenses are paid;

(j) the expert's determination will be final and binding on the parties;

(k) if the expert does not make a determination within six weeks of his or her appointment (or within the longer period agreed by the parties), relinquishes his or her appointment, dies, or for any other reason is unable to complete the determination, another expert must be appointed and this clause 20.7 will apply again; and

(l) the parties must each bear their own costs in the expert determination, and must each pay half the fees and expenses of the expert.

20.7 If a Dispute is referred to mediation:

(a) the parties must endeavour to agree on and appoint a mediator within five Business Days of the Dispute being referred to mediation, or such longer period as the parties may agree;

(b) if a mediator is not agreed and appointed under subclause (a), either party may request the President for the time being of the New Zealand Law Society to make the appointment;

(c) subject to this clause 20.7, the mediator must determine the process for the mediation in consultation with the parties;

(d) the mediator must provide each party with a reasonable opportunity to make written submissions on the dispute and must share each party's submissions with the other party;

(e) the mediator must convene at least one meeting between the parties and the mediator to discuss and endeavour to resolve the Dispute by agreement between the parties;

(f) all submissions and discussions in mediation will be without prejudice, and must not be referred to in any later proceedings;

(g) the mediator must endeavour to complete the mediation within six weeks of his or her appointment, or such longer period as the parties may agree; and

(h) the parties must each bear their own costs in the mediation, and must each pay half the fees and expenses of the mediator.

21. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

21.1 A party must:

(a) not disclose, or disclose the existence of, the other party's Confidential Information except as set out in clause 21.3; and

(b) except as permitted by Law or for the purposes of legal proceedings, only use the other party's Confidential Information for the purposes for which it was provided or as otherwise expressly permitted by this agreement (**Permitted Purposes**).

21.2 To avoid doubt:

(a) nothing in this agreement requires a party to preserve the confidentiality of, or restricts the party in the use of, its own Confidential Information; and

(b) the terms of this agreement are the Confidential Information of both parties, except to the extent paragraph (d), (e) or (f) of the definition of "Confidential Information" applies to the terms of this agreement.

21.3 A party (the disclosing party) may disclose the other party's Confidential Information if and to the extent:

(a) the other party agrees to the disclosure in writing;

(b) the disclosure is expressly permitted by this agreement;

(c) the disclosure is required by Law or for the purposes of legal proceedings (including, in the Distributor's case, to comply with clause 6A.4 of the Code);

(d) the disclosure is to:

(i) the disclosing party's personnel, contractors or agents who need to know the Confidential Information for a Permitted Purpose;

(ii) the General Partner; or

(iii) any wholly-owned subsidiary of a party that is a head contractor for the construction or operation of the Generation Plant or the management of the Customer,

provided that:

(iv) the disclosing party makes the recipients of the Confidential Information fully aware of the disclosing party's obligations under this clause 21 and the recipients are bound by obligations of confidence in respect of the Confidential Information no less strict than those under this clause 21;

(v) the disclosing party will be responsible for any unauthorised disclosure or use of the Confidential Information made by the recipients; and

(vi) any written or electronic copies of the Confidential Information the disclosing party discloses to the recipients are clearly identified as confidential; or

(e) the disclosure is to a bona fide potential purchaser of the business of, or a lender to, the disclosing party, subject to the potential purchaser or lender having signed a confidentiality agreement protecting the Confidential Information approved in writing by the other party (not to be unreasonably withheld or delayed).

21.4 Each party (the receiving party) must:

(a) collect, hold, use and disclose any personal information (as that term is defined in the Privacy Act 2020) disclosed to it by or on behalf of the other party, or that otherwise becomes known to the receiving party, under or in connection with this agreement or the Delivery Services in accordance with the Privacy Act 2020; and

(b) ensure that it holds all necessary consents under the Privacy Act 2020 to provide to the other party any personal information it provides to the other party under or in connection with this agreement or the Delivery Services.

21.5 Nothing in this agreement is intended to have effect as an assignment or licence of either party's intellectual property rights to the other party or a third party.

22. ASSIGNMENT AND SUBCONTRACTING

22.1 Subject to clause 22.2, neither party may transfer or assign its rights or obligations under this agreement except with the prior written consent of the other party (not to be unreasonably withheld or delayed).

22.2 Despite clause 22.1:

(a) the Customer may, without the Distributor's consent:

(i) assign by way of security, pledge, charge or mortgage its rights under this agreement to financiers providing finance to the Customer in relation to the Customer Plant and any trustee or agent appointed by them; or

(ii) assign its rights or obligations under this agreement in accordance with the Tripartite Deed; and

(b) the Distributor may, without the Customer's consent, assign by way of security, pledge, charge or mortgage its rights under this agreement to financiers providing finance to the Customer in relation to the Distribution Network and any trustee or agent appointed by them.

22.3 Without limiting clause 22.1:

(a) the Distributor may withhold its consent to a transfer or assignment of the Customer's obligations under this agreement to a third party until:

(i) all amounts due and owing to the Distributor under this agreement and the Works Agreement have been paid in full; and

(ii) the third party (as Incoming Party) and the Customer (as Outgoing Party) execute the Deed of Novation in Schedule 9 of the Works Agreement (with such changes as are necessary to relate it to this agreement), with the Distributor's consent to be given by way of its execution of the Deed of Novation as Continuing Party; and

(b) a party (the non-transferring party) may withhold its consent to a transfer or assignment of the other party's obligations under this agreement to a third party if the non-transferring party is not satisfied (acting reasonably) as to the ability of the third party to meet its obligations under this agreement (including being respectable, responsible and having the financial resources to meet its obligations under this agreement).

22.4 The Customer must reimburse the Distributor for its reasonable costs, including reasonable legal costs, incurred in connection with any transfer or assignment of the Customer's rights or obligations under this agreement.

22.5 Either party (the subcontracting party) may subcontract the performance of any of its obligations under this agreement without the consent of the other party, provided that such subcontracting will not relieve the subcontracting party from responsibility or liability for any failure in the performance of its obligations under this agreement (including the subcontracted obligations).

23. NOTICES AND OTHER COMMUNICATIONS

23.1 Any notice required or permitted by this agreement to be given by a party to the other party:

(a) must be given in writing; and

(b) will be deemed to have been sufficiently given if sent by email or letter to the other party at the relevant address set out in Schedule 2 (or such other address as may be notified by the other party).

23.2 Any notice sent by:

(a) email will be deemed to have been received by the addressee at the time it is sent provided that no delivery failure notice is immediately generated in response; or

(b) letter will be deemed to have been received by the addressee:

(i) if sent by mail (including by any document exchange system of which the addressee is a member), five Business Days after the envelope containing the communication was posted; and

(ii) if personally delivered (whether by courier or otherwise), at the time of delivery,

provided that in each case, if such time of receipt is not between 9:00am and 5:00pm on a Business Day, the notice will be deemed to have been received by the addressee at 9:00am on the next Business Day.

23.3 Schedule 2 contains other contact details for billing and operational communications between the parties, which the parties must use for those types of communications. A party may change its contact details for billing or operational communications by notifying the other party.

24. GENERAL

24.1 **Reasonableness:** The Customer agrees that the terms of conditions of this agreement and the Works Agreement (including the terms and conditions relating to the Charges and any charges under the Works Agreement) are reasonable.

24.2 **Costs:** Except as otherwise agreed between the parties in writing, each party must bear its own costs in connection with the negotiation, preparation, execution and implementation of this agreement.

24.3 **Amendments:** Except as expressly provided in this agreement, no amendment of this agreement will be effective unless it is in writing and signed by both parties.

Rights and remedies cumulative: Except as expressly provided in this agreement, the rights and remedies provided in this agreement are cumulative and are in addition to any right or remedies provided by Law.

24.4 **No Third-Party Rights:** Except as expressly provided in this agreement, the parties do not intend to create rights for or grant remedies to any third party as a beneficiary of this agreement, All rights and remedies in this agreement are for the exclusive benefit of the parties and their respective successors and permitted assignees.

24.5 **Waiver:** Any waiver by a party of any of its rights or remedies under this agreement will be effective only if it is in writing and signed by that party. If the waiver relates to a breach of any provision of this agreement, 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 agreement by a party will in any way affect, limit or waive that party's right to subsequently require strict compliance with this agreement.

24.6 **Further Assurances:** Each party must sign, execute, procure, pass and do all such further documents, acts, matters, resolutions and things within its power as may reasonably be necessary to effect the provisions of the agreement.

24.7 **Partial Invalidity:** If any provision of this agreement is or becomes invalid or unenforceable, that provision will be deemed modified to the minimum extent necessary to render the provision valid and enforceable or, if the parties cannot agree (acting reasonably) to such modification, will be deleted from this agreement. The invalidity or unenforceability of that provision will not affect the other provisions of this agreement, 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.

24.8 **Other Agreements:** Except as expressly provided in this agreement, nothing in this agreement amends the Works Agreement, the Tripartite Deed or either party's rights and obligations under those agreements.

24.9 **Counterparts:** This agreement may be executed in counterparts (including scanned and emailed copies). So long as each party has received a counterpart carrying the signature of the other party, the counterparts together will constitute a binding and enforceable agreement between the parties.

24.10 **Governing Law and jurisdiction:** This agreement is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts for all matters relating to this agreement.

24.11 **Entire Agreement:** This agreement constitutes the entire agreement between the parties relating to the Delivery Services and supersedes and extinguishes all earlier negotiations, understandings, arrangements and agreements between the parties relating to the Delivery Services.

24.12 **Electronic signing:**

(a) By signing this agreement, each party consents to this agreement (or any counterpart of it) being executed in electronic form, being electronically signed (and, where witnessing of a signature is required, such signature being electronically witnessed), in electronic form by means of an electronic communication, all in accordance with sections 222 to 227 of the *Contract and Commercial Law Act 2017*.

(b) The parties agree to be legally bound by this agreement being signed in this way.

EXECUTED AS AN AGREEMENT

SIGNED on behalf of **CENTRALINES LIMITED** by:

Signature of director/authorised person

Fenton Wilson

Name of director/authorised person

SIGNED on behalf of **ONGAONGA ROAD SOLAR FARM LIMITED PARTNERSHIP** by its general partner **ONGAONGA ROAD SOLAR FARM GP LIMITED** by:

Signature of director/authorised person

Brendan McNamara

Name of director/authorised person

SCHEDULE 1

GENERATION PLANT AND CONNECTIONS

CUSTOMER PLANT	
Customer Plant and address	Ongaonga Road Solar Farm 921 Ongaonga Road, Ongaonga, Hawke's Bay 4272, New Zealand
Capacity	25.95 MW
Reactive capability	+8.56 MVAr
Voltage ride-through capability	Compliant with the requirements in clause 8.25A of the Code.
Minimum protection requirements	[TBA – Pending protection study results as described in the Distributor's approval of the Customer's application to connect the Customer Plant to the Distribution Network under Part 6 of the Code]
Minimum communication requirements	[TBA – Pending protection study results as described in the Distributor's approval of the Customer's application to connect the Customer Plant to the Distribution Network under Part 6 of the Code]
Other technical and operational requirements	[TBA – Pending protection study results as described in the Distributor's approval of the Customer's application to connect the Customer Plant to the Distribution Network under Part 6 of the Code]

CONNECTION	
ICP	[TBA]
Address	921 Ongaonga Road, Ongaonga, Hawke's Bay 4272, New Zealand
Voltage and voltage range	33 kV 0.05 pu
Capacity	34 MVA Export 0 MVA Load
Maximum Injection Entitlement	34 MVA
Maximum Demand Entitlement	0 MVA
Harmonic allocation	39.2% of Transpower's harmonic allocation to the Distributor

Security level	N security
Initial reconciliation loss factors	[TBA]
Other technical specifications	[TBA – Pending protection study results as described in the Distributor's approval of the Customer's application to connect the Customer Plant to the Distribution Network under Part 6 of the Code]

SCHEDULE 2

CONTACT DETAILS

DISTRIBUTOR	
Contractual notices	Isabelle Crawshaw PO Box 59 17 Coughlan Road, Waipukurau Email: Isabelle.crawshaw@unison.co.nz Mobile: 027421076
Billing	Stephanie George PO Box 59 17 Coughlan Road, Waipukurau Email: stephanie.george@unison.co.nz Mobile: 0272432867
Operational	Rodney Andersen PO Box 59 17 Coughlan Road, Waipukurau Email: Rodney.andersen@centralines.co.nz Mobile: 021947622

CUSTOMER	
Contractual notices	Patrick Timmins Lodestone Management Services Limited PO Box 331145 Takapuna AUCKLAND 0740 Email: ptimmins@lodestoneenergy.co.nz; Mobile: 021 333 892
Billing	Lodestone Payables PO Box 331145 Takapuna AUCKLAND 0740 Email: invoices@lodestoneenergy.co.nz

Operational [TBA]	[Contact person] [Address] Email: [●] Phone: [●] Mobile: [●]

SCHEDULE 3

INDICATIVE CHARGES

These indicative Charges are as at the date of this agreement.

INDICATIVE CHARGES	
O&M Charge	$34,494 per annum
Transmission Charges pass-through	$94,389 per annum
Previous Pricing Year incremental cost wash-up	N/A