

Dated 26 JUNE 2020

**Bus Partnering Contract – Unit 2 (East – West
Spine)**

Deed of Variation: Electric Large Vehicles (2020)

Wellington Regional Council (**GWRC**)

and

Wellington City Transport Limited (**Operator**)



Contents

	Page
Parties	3
Background	3
Operative provisions	3
1. Definitions and interpretation.....	3
2. Coming into effect of provisions	3
3. Amendments to the Partnering Contract.....	3
4. Documents ceasing to have effect	3
5. Guarantor acknowledgement	4
6. Deed to comprise a Transaction Document.....	4
7. Miscellaneous	4
Schedule 1 – Definitions and Interpretation	
Schedule 2 – Amendments to the Partnering Contract	
Schedule 3 – Guarantor Acknowledgement	
Attachment A – Revised Appendices 6 to 13 to Schedule 2 (<i>Agreement details</i>)	

Deed of Variation

Parties

- (1) Wellington Regional Council, a public statutory body constituted under the Local Government Act 2002 (**GWRC**); and
- (2) Wellington City Transport Limited (company number 484792) of 2 – 12 Allen Street, Level 1, Te Aro, Wellington 6011, New Zealand (**Operator**).

Background

- A. On 13 June 2018, GWRC and the Operator entered into the Partnering Contract.
- B. The Operator has agreed to provide 67 new electric large vehicles to be used by the Operator for the purposes of providing passenger services under the Partnering Contract and / or any Associated Partnering Contract.
- C. As a consequence of the above agreement, the Partnering Contract will be varied as set out in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 The Parties agree that:

1.1.1 the definitions and interpretation provisions set out at Schedule 1 (*Definitions and interpretation*) of this Deed apply unless the context requires otherwise; and

1.1.2 unless otherwise defined in this Deed, capitalised terms have the meaning given to them in the Partnering Contract.

2. Coming into effect of provisions

2.1 The provisions of this Deed shall come into effect on the Effective Date.

3. Amendments to the Partnering Contract

3.1 The Parties agree that, with effect from the Effective Date, the Partnering Contract will be amended as set out at Schedule 2 (*Amendments to the Partnering Contract*) of this Deed.

4. Documents ceasing to have effect

4.1 The Parties agree that, with effect from the Effective Date, the memorandum of understanding made between GWRC and NZ Bus Limited relating to the procurement of vehicles and dated 9 May 2019 shall cease to have effect and shall be replaced by the amendments to the Partnering Contract made pursuant to this Deed.



5. Guarantor acknowledgement

- 5.1 Within 5 Business Days following the Effective Date, the Operator shall provide to GWRC an acknowledgement substantially in the form set out in Schedule 3 (*Guarantor Acknowledgement*) duly signed and dated by each of the Guarantors (being New Zealand Bus Limited (company number 565179) and NZB Finco Limited (company number 7185095)).

6. Deed to comprise a Transaction Document

- 6.1 The Parties agree that this Deed shall constitute a Transaction Document for the purposes of the Partnering Contract.
- 6.2 Except to the extent that any obligations under any other Transaction Document are amended pursuant to this Deed:
- 6.2.1 the obligations of each Party under this Deed are in addition to, and without prejudice to, their respective obligations under the Partnering Contract and any other Transaction Document to which they are party; and
- 6.2.2 performance by a Party of any of its obligations under this Deed shall not relieve it from any of its other obligations under the Partnering Contract or any other Transaction Document.

7. Miscellaneous

No payment

- 7.1 The Operator acknowledges and agrees that, notwithstanding anything to the contrary contained in the Partnering Contract, it shall not be entitled to (and GWRC shall not be liable for) any payment in connection with the execution of this Deed or the performance by the Operator of any of its obligations under this Deed, except as expressly provided for in Schedule 2 (*Amendments to the Partnering Contract*) of this Deed.

Confidentiality

- 7.2 The Parties acknowledge and agree that the terms of this Deed constitute Confidential Information for the purposes of clause 59 of the Partnering Contract.

Notices

- 7.3 Any notice required to be given in relation to this Deed shall be given and deemed received in accordance with clause 63 (*Notices*) of the Partnering Contract.

Entire Agreement and amendments

- 7.4 Without limiting clause 4, this Deed, the Partnering Contract and the other Transaction Documents contain the entire agreement between the Parties with respect to their subject matter and supersede any earlier agreements or understandings between the Parties in connection with their subject matter.
- 7.5 This Deed may only be amended by way of a written agreement duly executed by each of the Parties.

No reliance

- 7.6 The Operator acknowledges that, before entering into this Deed, it made all enquiries it wanted to make in relation to its obligations under this Deed and that in entering into this Deed it:
- 7.6.1 did not rely on any representation, warranty, guarantee, assurance, undertaking or other statement made by or on behalf of GWRC; and
 - 7.6.2 has made its own assessment of the rights provided to it and the obligations imposed on it by this Deed.

No waiver

- 7.7 No waiver of any breach of, or failure to enforce any provision of, this Deed, nor any delay in exercising any right, power or remedy by a Party in any way affects, limits or waives the right of such Party thereafter to enforce and compel strict compliance with the provisions of this Deed. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- 7.8 No waiver by a Party of any part of this Deed is binding unless it is made in writing by the Party granting that waiver.

Rights cumulative

- 7.9 Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of a Party under this Deed are cumulative and are in addition to (and do not exclude or limit) any right, power or remedy provided by Law or equity or by any other agreement.

Further assurances

- 7.10 Each Party agrees to execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Deed.

No merger

- 7.11 The rights and obligations of the Parties shall not merge on the completion of any transaction contemplated by this Deed. The rights and obligations of the Parties will survive the execution and delivery of any assignment or other document entered into for the purposes of implementing any such transaction.

Costs and expenses

- 7.12 Subject to any express provision to the contrary in this Deed, each Party shall bear its own costs and expenses relating directly or indirectly to the negotiation, preparation, execution of and performance of its obligations under this Deed.

Severability of provisions

- 7.13 The illegality, invalidity or unenforceability at any time of any provision of this Deed under any law will not affect the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of those provisions under any other law.



Disputes

7.14 Any dispute, difference of opinion or disagreement between any of the Parties, including any Claim, arising out of or in connection with this Deed shall be resolved in accordance with clause 45 (*Dispute Resolution Procedure*) of the Partnering Contract as if it were a Dispute under the Partnering Contract.

Governing law

7.15 This Deed and the transactions contemplated by this Deed are governed by and are to be construed in accordance with New Zealand law and, subject to clause 7.14 and the Dispute Resolution Procedure, the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

GWRC action

7.16 The Operator acknowledges that GWRC is the local authority in the region in which the Services are to be provided and that, notwithstanding anything to the contrary in this Deed, nothing in this Deed:

7.16.1 requires GWRC or any other Governmental Entity to exercise, or use, any regulatory or legislative powers in order to influence or affect an outcome; or

7.16.2 shall restrict or affect in any way the manner in which GWRC or any other Governmental Entity may act in the exercise of its regulatory or legislative rights, powers and duties as a local authority.

Contract and Commercial Law Act 2017

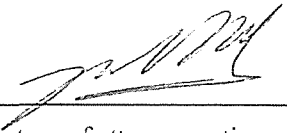
7.17 Except to the extent any term of this Deed expressly states otherwise, a person who is not a Party to this Deed shall have no right under the Contract and Commercial Law Act 2017 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Counterparts

7.18 This Deed may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

Executed and delivered as a
Deed:

Wellington Regional Council
by



Signature of attorney acting
pursuant to a power of attorney
dated 30 September 2014

Witnessed by



Signature of witness

Gregory Campbell

Name of attorney

Wayne Hestie

Name of witness

Chief Executive Officer

Title of attorney

GM Strategic Programmes

Occupation of witness

Wellington

Address of witness



CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY Te Pane Matua Taiao

I, Gregory Campbell of Wellington, Chief Executive Officer of Wellington Regional Council hereby certify:

1. That by a Deed dated 30 September 2014, Wellington Regional Council appointed me as its Attorney on the terms and subject to the conditions set out in the said Deed.
2. That at the date hereof I have not received any notice or information of the revocation of that appointment

SIGNED at Wellington this 17th day of June 2020

A handwritten signature in black ink, appearing to read 'Gregory Campbell', written over a horizontal line.


Gregory Campbell

Chief Executive Officer
Wellington Regional Council

Executed by **Wellington City
Transport Limited** (company
number 484792)



Signature of director



Signature of director

7(2)(a)



Name of director



Name of director



Schedule 1 – Definitions and interpretation

Definitions

1. The following definitions apply unless the context requires otherwise:

Effective Date	means the date of this Deed.
Parties	means the parties to this Deed.
Partnering Contract	means the partnering contract in respect of PTOM Unit 2: East – West Spine (reference PT0687) made between GWRC and the Operator and dated 13 June 2018.

Interpretation

2. Unless the context requires otherwise, paragraphs 2.1 to 2.5 and 2.8 to 2.23 of Schedule 1 (*Definitions and Interpretation*) of the Partnering Contract apply to this Deed as if they were set out in it.
3. The following rules apply unless the context requires otherwise:
- 3.1. A reference to a clause, schedule, annexure or appendix is a reference to a clause of or a schedule, annexure or appendix to, this Deed, and a reference to a paragraph is to a paragraph of the same clause, schedule, annexure or appendix unless the context requires otherwise.
 - 3.2. A reference to an agreement or document (including a reference to this Deed or a Partnering Contract) is to the agreement or document as amended, varied or supplemented, novated or replaced, except to the extent prohibited by this Deed, the Partnering Contract or that other agreement or document.

Schedule 2 – Amendments to the Partnering Contract

1. Paragraph 9 of Schedule 2 (*Agreement details*) of the Partnering Contract is replaced as follows:

9. Peak Vehicle Requirement

As at the ELV 2020 Variation Date (as defined in Appendix 10 (*Bus Unit specific obligations and rights*) to this Schedule 2), the Peak Vehicle Requirement is 64, comprising:

54 Large Vehicles;

4 Double Deckers; and

6 Medium Vehicles.

The Peak Vehicle Requirement may be amended at any time in accordance with Schedule 14 (*Change Events and Net Financial Impact*) and Annexure 1 (*Timetable Change Process*).

2. Appendices 6 to 13 to Schedule 2 (*Agreement details*) of the Partnering Contract are replaced with the version of those documents set out in Attachment A to this Deed.

3. Appendix 14 (*Changes to the Base Service Fee for the Concession Period*) to Schedule 2 (*Agreement details*) of the Partnering Contract is deleted.



Schedule 3 – Guarantor Acknowledgement

[To be printed on the relevant Guarantor's letterhead]

To: Wellington Regional Council (Beneficiary)
PO Box 11646, Manners Street
Wellington 6142, New Zealand
Wayne.Hastie@gw.govt.nz
Attention: Wayne Hastie

Date: 2020

Dear Wayne

BUS PARTNERING CONTRACT UNIT 2: ELV (2020) DEED OF VARIATION ACKNOWLEDGEMENT IN RESPECT OF PARENT COMPANY GUARANTEE

Background

We refer to the Parent Company Guarantee dated [*insert applicable date*¹] (Guarantee) by which we, as the Guarantor, provided guarantees and indemnities in favour of the Beneficiary to guarantee the performance of the Relevant Documents by Wellington City Transport Limited (company number 484792) (Operator).

The Relevant Documents include the partnering contract in respect of PTOM Unit 2: East – West Spine (reference PT0687) made between GWRC and the Operator and dated 13 June 2018 (Partnering Contract).

This acknowledgement has been requested by the Beneficiary, in accordance with clause 6.2 of the Guarantee, in respect of the deed of variation to the Partnering Contracts entitled "Bus Partnering Contract – Unit 2 (East – West Spine) Deed of Variation: Electric Large Vehicles (2020)" made between the Beneficiary and the Operator and dated on or about the date of this acknowledgement (Deed of Variation).

Unless otherwise defined in this letter, capitalised terms used in this letter have the same meaning given to those terms in the Guarantee.

Acknowledgement

We hereby acknowledge and agree that, pursuant to clause 6.1 of the Guarantee, our obligations and liabilities under the Guarantee and the guarantees and indemnities contained in it extend to any amendment, variation, increase, extension or addition (in each case, however fundamental) from time to time of or to the Relevant Documents or the Guaranteed Obligations, past and future, whether or not we provide any express acknowledgement of the same.

¹ For New Zealand Bus Limited, the date is 25 June 2018.
For NZB Finco Limited, the date is 2 September 2019.

However, because the amendments and variations to the Partnering Contract effected under the Deed of Variation are made by way of deed, rather than as a Contract Variation or a Minor Contract Variation under Schedule 14 of the Partnering Contract, the Beneficiary has requested that we, as Guarantor, give this acknowledgement pursuant to clause 6.2 of the Guarantee.

Accordingly, we acknowledge and confirm in respect of the Deed of Variation (including the amendments and variations to the Partnering Contract effected thereunder):

1. such amendments and variations do not release, prejudice, impair or discharge any of our obligations or liabilities under the Guarantee; and
2. to the extent that the amendments or variations increase, vary or amend the obligations or liabilities of the Operator under the Relevant Documents, we consent to the same and confirm that our obligations and liabilities under the Guarantee shall be similarly increased, varied and amended.

Yours faithfully

Authorised signatory

[New Zealand Bus Limited (Company Number 565179) /

NZB Finco Limited (Company Number 7185095)]²

² Delete as applicable



greater WELLINGTON

REGIONAL COUNCIL

Te Kaitiaki Matua Taiao

Unit 2 Bus Partnering Contract – Electric Large Vehicles (2020) Variation

Attachment A – Revised Appendices 6 to 13 to Schedule 2 (*Agreement details*)

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Appendix 6: Base Service Fee Table

The Parties acknowledge and agree that the amounts set out in this Appendix 6 shall not be Indexed in accordance with clause 34.2 (*Amounts to be Indexed*) (other than for the purposes of the definition of Performance Base).

Base Service Fee Table		
Period	Base Service Fee	Reduced Diesel Equivalent RUC
2018/19		
2019/20		
2020/21		
2021/22		
2022/23		
2023/24		
2024/25		
2025/26		
2026/27		
2027/28		
2028/29		
2029/30		
2030/31		

7(2)(b)(ii)



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Appendix 7: Special Event Services Rates

The Parties acknowledge and agree that the amounts set out in this Appendix 7 shall be Indexed in accordance with clause 34.2 (*Amounts to be Indexed*).

Metric	Weekday Amount (\$)				
	Small Vehicle	Medium Vehicle	Large Vehicle (excluding ELVs (2020))	Double Decker	ELV (2020)
<i>Rate_{km}</i>					
<i>Rate_{hr}</i>					

7(2)(b)(ii)

Metric	Weekend Amount (\$)				
	Small Vehicle	Medium Vehicle	Large Vehicle (excluding ELVs (2020))	Double Decker	ELV (2020)
<i>Rate_{km}</i>					
<i>Rate_{hr}</i>					

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Appendix 8: Net Financial Impact

Subject to paragraph 7.5 of Schedule 6 (*Financial and Performance Regime*), the Parties acknowledge and agree that the amounts set out in this Appendix 8 shall not be Indexed in accordance with clause 34.2 (*Amounts to be Indexed*).

Metric	Amount				
	Small Vehicle	Medium Vehicle	Large Vehicle (excluding ELVs (2020))	Double Decker	ELV (2020)
PVR Variation Rate	[REDACTED]				
Service Kilometres Rate					
Service Hours Rate					
Margin					

7(2)(b)(ii)



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Appendix 9: Insurance Policy

7(2)(b)(ii)

No.	Policy	Reference	Value (at the date of this Partnering Contract)
1	Material Damage Policy		
2	Public Liability Policy		
3	Motor Vehicle Policy		

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Appendix 10: Bus Unit specific obligations and rights

1 Definitions

1.1 The following definitions apply unless the context requires otherwise:

"2100 / 2200 Mid-Life Update Requirements Check Sheet" means the document set out at Attachment G (*2100 / 2200 Mid-Life Update Requirements Check Sheet*) of this Appendix 10.

"Additional Guarantor" means NZB Finco Limited (company number 7185095).

"Additional Parent Company Guarantee" means the guarantee given by the Additional Guarantor in favour of GWRC substantially in the form set out in Annexure 9 (Parent Company Guarantee) of this Partnering Contract (subject to such amendments to that form as GWRC may agree in its absolute discretion).

7(2)(b)(ii)

[REDACTED]

"Associated Bus Unit Timetable" has the meaning given to "Bus Unit Timetable" in each Associated Partnering Contract.

"Charging Infrastructure (2020)" means the infrastructure, hardware, software, systems, equipment, assets and other items required to charge the ELVs (2020) for use and enable the Operator to perform its obligations under this Partnering Contract (except to the extent such infrastructure, hardware, software, systems, equipment, assets and other items form part of, or are installed on, an ELV (2020)).

"Charging Infrastructure (2020) Certificate" means a certificate addressed to GWRC from the Operator (signed by the Operator's Authorised Representative), identifying the Charging Infrastructure (2020) and confirming that:

- (a) all of the Charging Infrastructure (2020) has been supplied and installed at the relevant locations in accordance with the Revised Vehicle Acquisition Plan and the Charging Plan;
- (b) the Operator has obtained and complied with all relevant Consents in connection with the installation of the Charging Infrastructure (2020);
- (c) all of the Charging Infrastructure (2020) is in good working order and is available for use by the Operator for the purposes of charging the ELVs (2020); and
- (d) the Charging Infrastructure (2020) identified in the certificate will provide the charging capacity required to enable the Operator to comply with its obligations under this Partnering Contract (including paragraph 20.1 of this Appendix 10),



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and containing such other information as GWRC may reasonably require in relation to the Charging Infrastructure (2020).

[Redacted]

[Redacted]

[Redacted]

"Charging Plan" means the charging plan submitted by the Operator to GWRC pursuant to paragraph 20.2 as amended (if applicable) pursuant to paragraph 20.4.1.

7(2)(b)(ii)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

"Completion" means the point at which the shares of Swift Transport Limited (company number 1733241) in New Zealand Bus Finance Company Limited (company number 921720), Swift Transport No. 1 Limited (company number 5912732) and the Initial Guarantor are transferred to NZB Holdco Limited (company number 7184933).

"Concession Period" means for the Double Deckers or ELVs (2020) (as applicable), the period from the Commencement Date until the earlier of:

- (a) the applicable Concession Period End Date; and
- (b) in relation to:
 - i. the Double Deckers, the date on which GWRC confirms that it is satisfied (acting reasonably) that all of the Double Deckers are compliant with this Partnering Contract and readily available to be used by the Operator to provide the Services; or
 - ii. the ELVs (2020), the date on which GWRC confirms that it is satisfied (acting reasonably) that all of the ELVs (2020) are compliant with this Partnering Contract and readily available to be used by the Operator to provide the Services.

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“Concession Period End Date” means:

- (a) in respect of the Double Deckers, 13 January 2019; and
- (b) in respect of the ELVs (2020), the date on which the final ELV (2020) is programmed to be ready and available for use by the Operator in the provision of passenger services under this Partnering Contract or any Associated Partnering Contract, as set out in the Revised Vehicle Acquisition Plan.

“Double Deckers” means the Double Deckers specified in Appendix 11 (*Transferring Vehicles*) of this Schedule 2 and the Double Deckers specified in Appendix 11 (*Transferring Vehicles*) of Schedule 2 of an Associated Partnering Contract.

"Effective Date" means the date on which Completion occurs.

"Electric Large Vehicle" or "ELV" means a single level Electric Vehicle which is a Large Vehicle.

"Electric Large Vehicle (2020)" or "ELV (2020)" means the 67 Electric Large Vehicles which the Operator is obliged to procure the design, manufacture, delivery, testing, commissioning and acceptance of pursuant to paragraph 19 of this Appendix 10, consisting of the Tranche 1 ELVs (2020) and the Tranche 2 ELVs (2020).

"Electric Vehicle" has the meaning given in the VQS (Revised 2020).

"ELV (2020) Deed of Variation" means the deed entitled "Bus Partnering Contract Unit 2 (East West Spine) Deed of Variation: Electric Large Vehicles (2020)" made between GWRC and the Operator.

"ELV (2020) Design Documentation" means design documentation (including all draft and final drawings and specifications) in respect of the ELVs (2020), whether in electronic, computer readable, written, physical or any other form, to the extent required to enable GWRC to assess compliance by the ELVs (2020) with:

- (a) the VQS (Revised 2020);
- (b) the RUB (as defined in the VQS (Revised 2020));
- (c) any applicable Law; and
- (d) any other applicable requirement of this Partnering Contract.

"ELV (2020) Variation Date" means the date of the ELV (2020) Deed of Variation.

"Final Sub-Tranche" means the last 16 ELVs (2020) forming part of the Tranche 2 ELVs (2020).

"First ELV (2020) Programmed Ready Date" means 1 July 2021 (being the date on which the first ELV (2020) is programmed to be ready and available for use by the Operator in the provision of passenger services under this Partnering Contract or



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any Associated Partnering Contract, as set out in the Revised Vehicle Acquisition Plan), as such date may be revised and replaced in accordance with paragraphs 19.19 to 19.24.

"Generally Accepted Accounting Practice" has the meaning given to that term in section 8 of the Financial Reporting Act 2013.

"Group Financial Year" means each 12 month period from and including 1 April up to and including the following 31 March.

"Indicative Tranche 2 ELV (2020) Program" means the indicative program in respect of the Tranche 2 ELVs (2020) set out at Attachment F (*Indicative Tranche 2 ELV (2020) Program*) to this Appendix 10.

"Infra Costs Spreadsheet" means the spreadsheet saved onto the USB storage device labelled 'NZB – Infra Costs' and initialled by both Parties for identification.

"Initial Guarantor" means New Zealand Bus Limited (company number 565179).

"Initial Parent Company Guarantee" means the parent company guarantee substantially in the form set out in Annexure 9 to this Partnering Contract given by the Initial Guarantor and dated 25 June 2018.

"Initial VAP USB" means the USB storage device labelled 'NZB – VAP' and initialled by both Parties for identification.

"Interim Vehicles" means those Vehicles identified in the Interim & Existing Vehicle List as being the "Interim Vehicles", but excluding any Selected Vehicle (Interim) which is reclassified as an Existing Vehicle in accordance with paragraph 6.13 with effect from the date of the Refurbishment Completion Notice in respect of that Selected Vehicle (Interim).

"Interim & Existing Vehicle List" means the list contained in Attachment B to this Appendix 10, as updated from time to time in accordance with paragraph 6.15.

"Management Accounts" means the bi-annual management accounts of the Additional Guarantor, which management accounts shall:

- (a) not materially misstate the financial performance of the Additional Guarantor (on a consolidated basis) or any other entity for the period to which they relate and not be materially misleading in any respect;
- (b) be consistent with the management accounts provided by the Additional Guarantor to its lenders and other financiers; and
- (c) have been prepared with reasonable care and attention.

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"Management Accounts Period" means:

- (a) the initial period commencing on the Effective Date until and including 31 March 2020; and
- (b) each subsequent period of 6 months.

7(2)(b)(ii)



"MOU" means the Memorandum of Understanding and Variation executed on or about 7 October 2016 between (1) GWRC and (2) New Zealand Bus Limited, including its subsidiaries Cityline (NZ) Limited and Wellington City Transport Limited.

"New Vehicle (2020)" means a Vehicle with a Manufacture Date which is after 30 January 2020.

"Non-Completion Notice" has the meaning given in paragraph 6.10.2.

"Operator Report" means a report setting out the financial ratios, figures and other information in the form set out in Attachment D to this Appendix 10, which report shall:

- (a) not materially misstate the financial performance of the Additional Guarantor (on a consolidated basis) or any other entity for the period to which it relates and not be materially misleading in any respect;
- (b) be consistent with the management accounts provided by the Additional Guarantor to its lenders and other financiers and the Management Accounts; and
- (c) have been prepared with reasonable care and attention.

7(2)(b)(ii)



"Refurbishment Completion Date" means, in respect of a Selected Vehicle, the date of issue by GWRC of a Refurbishment Completion Notice in respect of that Selected Vehicle.

"Refurbishment Completion Deadline" means 21 February 2021.

"Refurbishment Completion Notice" has the meaning given in paragraph 6.10.1.

"Refurbishment Plan" means the version of the refurbishment plan submitted by the Operator pursuant to paragraph 6.3 or (if applicable) paragraph 6.5, in respect of which GWRC has notified the Operator in accordance with paragraph 6.4.2 that it has no comments or is deemed to have so notified the Operator pursuant to paragraph 6.6.

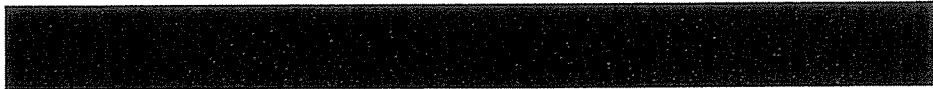


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"Refurbishment Works" means:

- (a) the works and activities required to complete the Mid-Life Update in respect of the Selected Vehicles;
- (b) the works and activities contemplated by the 2100 / 2200 Mid-Life Update Requirements Check Sheet;
- (c) the re-branding of the Selected Vehicles so as to be consistent with the other Existing Vehicles within the Fleet; and
- (d) in the case of the Selected Vehicles (Interim) only, the works and activities required to make each Selected Vehicle (Interim) compliant with the Vehicle Quality Standards.

7(2)(b)(ii)



"Revised Vehicle Acquisition Plan" means the initial version of the Revised Vehicle Acquisition Plan set out in the Excel document saved onto the Initial VAP USB, as updated and replaced in accordance with paragraph 19.10 and as amended (if applicable) in accordance with paragraph 19.12.

"Selected Vehicles" means the Selected Vehicles (Existing) and the Selected Vehicles (Interim).

"Selected Vehicles (Existing)" means the 16 Existing Vehicles which are series 2200 Vehicles and which, as at the ELV (2020) Variation Date, have not had the Refurbishment Works completed, as identified by the fleet numbers set out in the table below:

	Fleet Number
1.	2201
2.	2202
3.	2203
4.	2204
5.	2205
6.	2206
7.	2207
8.	2208
9.	2209
10.	2210

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11.	2211
12.	2212
13.	2213
14.	2214
15.	2215
16.	2218

"Selected Vehicles (Interim)" means 18 Interim Vehicles (comprising 11 series 2100 Interim Vehicles and 7 series 2200 Interim Vehicles), as identified by the fleet numbers set out in the table below:

	Fleet Number
1.	2158
2.	2159
3.	2160
4.	2161
5.	2162
6.	2163
7.	2164
8.	2165
9.	2166
10.	2167
11.	2168
12.	2216
13.	2217
14.	2219
15.	2220
16.	2221



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17.	2222
18.	2223

"Specified ELV (2020) Service" means:

- (a) any Scheduled Service which the Bus Unit Timetable specifies must be provided using an ELV (2020); and
- (b) any Scheduled Service (as defined in any relevant Associated Partnering Contract) which any Associated Bus Unit Timetable specifies must be provided using an ELV (2020).

"Timetable Change Implementation Date" means each date on which a change to the Bus Unit Timetable for the purposes of bringing ELVs (2020) into service will become effective, as set out in the Revised Vehicle Acquisition Plan.

"Tranche 1 ELVs (2020)" means the first tranche of 25 ELVs (2020) referred to in the initial version of the Revised Vehicle Acquisition Plan saved onto the Initial VAP USB.

"Tranche 2 ELVs (2020)" means the second tranche of 42 ELVs (2020) to be included in the updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 of this Appendix 10, provided that this may be further broken down into sub-tranches as agreed by the Parties.

"Transferable Components" means those components of the Charging Infrastructure (2020) that are capable of being transferred to, and used by, GWRC or its nominee.

7(2)(b)(ii)



"VQS (Original)" means the document set out at Schedule 4 (*Vehicle Quality Standards*) of this Partnering Contract.

"VQS (Revised 2020)" means the document issued to the Operator as "Vehicle quality standards (2020) - Dated 13 March 2020".

2 Revised conditions precedent

2.1 Without limiting any other obligations of the Operator under this Appendix 10, prior to the Concession Period End Date:

- 2.1.1 applicable to the Double Deckers, the Operator must have acquired (or acquired the use of) the Double Deckers to provide the Services and must have provided to GWRC copies of leases and/or sale and purchase agreements, New Vehicle registration in the name of the Operator or

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other information relevant to determining whether the Double Deckers comply with this Partnering Contract as requested by GWRC, in respect of the Double Deckers; and

- 2.1.2 applicable to the ELVs (2020), the Operator must have acquired (or acquired the use of) the ELVs (2020) to provide the Services and must have provided to GWRC copies of leases and/or sale and purchase agreements, New Vehicle registration in the name of the Operator or other information relevant to determining whether the ELVs (2020) comply with this Partnering Contract as requested by GWRC, in respect of the ELVs (2020).
- 2.2 The Operator must provide to GWRC:
- 2.2.1 in respect of the Double Deckers, a letter from the manufacturer confirming the order and expected date of delivery within 10 Business Days following the date of this Partnering Contract; and
- 2.2.2 in respect of the ELVs (2020), a copy of each order placed in respect of the ELVs (2020) confirming the expected date of delivery, within 5 Business Days following the programmed date for placing each such order as set out in the Revised Vehicle Acquisition Plan.
- 2.3 The Operator must ensure that the Double Deckers:
- 2.3.1 are made available for inspection by GWRC in accordance with clauses 10.4 to 10.8A:
- (a) during manufacture of the Vehicles no later than 6 months prior to the applicable Concession Period End Date; and
- (b) in New Zealand post fit out no later than 10 Business Days prior to the applicable Concession Period End Date;
- 2.3.2 no later than 10 Business Days prior to the applicable Concession Period End Date (or any earlier date set out in the Transition Plan), are:
- (a) in respect of Brand New Vehicles, subject to GWRC providing the Installation Kits for Brand New Vehicles in accordance with clause 12.8.2, installed with suitable ducting and the Installation Kits and are otherwise ready for the installation of RTPi Equipment and Ticketing Equipment (including the requirements of clause 12.8) and to commence providing Scheduled Services following such installation;
- (b) in respect of Vehicles other than Brand New Vehicles, installed with suitable ducting and are otherwise ready for the installation of the Installation Kit, RTPi Equipment and Ticketing Equipment (including the requirements of clause 12.8) and to



CONFIDENTIAL

commence providing Scheduled Services following such installation; and

- (c) made available to GWRC for the installation by GWRC or its nominee of RTPI Equipment and Ticketing Equipment; and

2.3.3 on and from the applicable Concession Period End Date, are compliant with this Partnering Contract and readily available to be used by the Operator to provide the Services.

3 Not used

4 Installation of equipment on Interim Vehicles and Double Deckers

4.1 Clauses 12.5 to 12.8 (*Installation of Ticketing System and RTPI System on board Vehicles as at the Commencement Date*) shall apply in respect of installation of Ticketing Equipment, RTPI Equipment and Installation Kits on the Interim Vehicles, provided that:

4.1.1 the date of such installation and the date on which the Operator must make the Interim Vehicles available for such installation shall be such date as may be agreed by the Operator and GWRC (acting reasonably); and

4.1.2 the Operator is not required to reimburse GWRC in accordance with clause 12.7.2 in respect of such installation.

4.2 Clauses 12.5 to 12.8 (*Installation of Ticketing System and RTPI System on board Vehicles as at the Commencement Date*) shall apply in respect of installation of Ticketing Equipment, RTPI Equipment and Installation Kits on the Double Deckers as if those Vehicles were going to be used on and from the Commencement Date, provided that:

4.2.1 GWRC may swap Ticketing Equipment and RTPI Equipment from an Interim Vehicle which will no longer be used in the provision of the Services onto the replacement Vehicle and the Operator must make the Interim Vehicle available for this purpose; and

4.2.2 the date of such de-installation and installation and the date on which the Operator must make the Double Deckers available for such de-installation and installation shall be such date as may be agreed by the Operator and GWRC (acting reasonably).

5 Concessions to the requirements of the Partnering Contract

5.1 The parties acknowledge and agree that:

5.1.1 clause 10.15.1 is amended to read as follows:

'on the Concession Period End Date in respect of the ELVs (2020) and in all Relevant Months thereafter, at least 50% of the Vehicles listed on either the Fleet List or a 'Fleet List' (as defined in the Associated

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Bundled Partnering Contract) are New Vehicles and the balance of Vehicles on the Fleet Lists are Existing Vehicles;'

5.1.2 clause 10.15.7 is amended to read as follows:

'on the Concession Period End Date in respect of the ELVs (2020) and in all Relevant Months thereafter, the Average Age of all Vehicles listed on either the Fleet List or a 'Fleet List' (as defined in the Associated Bundled Partnering Contract) must not exceed the Average Age Threshold;'

5.1.3 the definition of 'Average Age' in Schedule 1 is amended to read as follows:

'the aggregate of the Ages of all Vehicles listed on either the Fleet List or a 'Fleet List' (as defined in the Associated Bundled Partnering Contract) divided by the number of Vehicles on such Fleet Lists.'

5.2 The Operator may, in circumstances where the Operator is unable to ensure that Existing Vehicles comply with the requirements of the VQS in respect of branding by the Commencement Date despite having used all reasonable endeavours to do so, request that GWRC exempts certain Existing Vehicles from compliance with the requirements of the VQS in respect of branding for a period beginning on the Commencement Date until a date thereafter (Exemption Period). The Operator must propose a duration for the Exemption Period and must promptly provide any information requested by GWRC in respect of such exemption.

5.3 Provided that the Operator has provided any information requested by GWRC pursuant to paragraph 5.2, GWRC:

5.3.1 must not unreasonably withhold or delay its consent to requests made by the Operator pursuant to paragraph 5.2; and

5.3.2 must, if it provides consent under paragraph 5.3.1, specify the Exemption Period and may specify any conditions of its consent (acting reasonably).

5.4 If GWRC provides its consent under paragraph 5.3, the Operator must comply with any conditions of GWRC's consent and must ensure that the Existing Vehicles comply with all requirements of the VQS in respect of branding on and from the last day of the Exemption Period.

6 Use of Interim Vehicles and refurbishment of Selected Vehicles

Interim Vehicles

6.1 The parties acknowledge and agree that:

6.1.1 subject to paragraphs 6.2 and 6.13, the Interim Vehicles are not required to comply with the VQS, other than the requirement in paragraph 3.4 of the VQS to comply with the RUB (as defined in the VQS);



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- 6.1.2 the Operator must identify in the Fleet List those Vehicles that are Interim Vehicles, provided that the aggregate number of Interim Vehicles identified in the Fleet List or a 'Fleet List' (as defined in the Associated Bundled Partnering Contract) shall not exceed the maximum number of Interim Vehicles recorded in the Revised Vehicle Acquisition Plan;
- 6.1.3 the Operator must not use Interim Vehicles with a single door to provide Passenger Services on any PTOM Unit other than:
- (a) for Bus Unit 12 (Eastbourne);
 - (b) for School Routes; and
 - (c) as otherwise agreed in writing by GWRC,
- provided in each case that the branding of such Interim Vehicles must first be agreed with GWRC, with any changes to such branding required by GWRC not requiring the Operator to incur any material cost;
- 6.1.4 except by agreement with GWRC, the Operator may not use any Vehicles to provide the Services during the Concession Period other than the Interim Vehicles and Existing Vehicles set out in the Interim & Existing Vehicle List, the Double Deckers or the ELVs (2020); and
- 6.1.5 the Operator must ensure that:
- (a) to the extent reasonably practicable during the Concession Period, the Interim Vehicles are used to provide Scheduled Services during Peak Times and are not used to provide Scheduled Services during Off Peak Times; and
 - (b) subject to paragraph 6.13 and paragraph 12.2.2, from the date on which GWRC confirms that it is satisfied (acting reasonably) that the Double Deckers and ELVs (2020) (as applicable) are compliant with this Partnering Contract and readily available to be used by the Operator to provide the Services, the Interim Vehicles are not used to provide any Scheduled Services.
- 6.2 The Operator must ensure that on the Commencement Date:
- 6.2.1 the Metlink decals specified in the Branding Manual are applied to all of the Interim Vehicles; and
 - 6.2.2 the exterior of the Interim Vehicles have no decals other than those specified in Branding Manual.

Selected Vehicle Refurbishment Plan

- 6.3 Within 20 Business Days following the ELV (2020) Variation Date, the Operator shall submit to GWRC a draft refurbishment plan containing:
- 6.3.1 a detailed breakdown and program of the works and activities to be undertaken (including key milestones and dates) to ensure that the

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Refurbishment Works are completed in respect of each Selected Vehicle as soon as reasonably practicable and in any event on or before the Refurbishment Completion Deadline; and

- 6.3.2 a plan as to how the affected passenger services will continue to be provided by the Operator during the period that each Selected Vehicle is out of service whilst the Refurbishment Works are undertaken, including the details of the alternative vehicles which will be used to provide the affected passenger services during that period.
- 6.4 Within 15 Business Days following receipt by GWRC of the draft refurbishment plan, GWRC may either:
 - 6.4.1 acting reasonably, provide written comments to the Operator in respect of the draft refurbishment plan; or
 - 6.4.2 notify the Operator that it has no comments on the draft refurbishment plan.
- 6.5 If GWRC provides comments on the draft refurbishment plan pursuant to paragraph 6.4.1, the Operator shall promptly amend the draft refurbishment plan to reflect such comments and resubmit the amended draft refurbishment plan to GWRC, in which event paragraphs 6.4 to 6.6 shall reapply.
- 6.6 If GWRC has not provided any comments on the draft refurbishment plan pursuant to paragraph 6.4.1 within 15 Business Days following receipt thereof by GWRC (including after a revised refurbishment plan has been resubmitted under paragraph 6.5 (if applicable)), GWRC shall be deemed to have notified the Operator that it has no comments on the draft refurbishment plan.
- 6.7 The Operator shall:
 - 6.7.1 undertake and complete the Refurbishment Works in respect of each Selected Vehicle in accordance with the Refurbishment Plan;
 - 6.7.2 continue to provide the affected passenger services using alternative vehicles, as contemplated in the Refurbishment Plan; and
 - 6.7.3 comply with, perform its obligations in accordance with, and otherwise give effect to the Refurbishment Plan.

Completion of Refurbishment Works

- 6.8 When the Operator considers that the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of a particular Selected Vehicle, it shall provide to GWRC:
 - 6.8.1 written notification (signed by the Operator's Authorised Representative) identifying the relevant Selected Vehicle and confirming that the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of that Selected Vehicle; and



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- 6.8.2 a duly completed 2100/ 2200 Mid-Life Update Requirements Check Sheet in respect of that Selected Vehicle, confirming that all applicable works and activities referred to therein have been completed.
- 6.9 The Operator hereby warrants and represents that, at the time at which each notification is provided to GWRC pursuant to paragraph 6.8.1:
- 6.9.1 the relevant Selected Vehicle will comply with all of the requirements of this Partnering Contract that apply to Existing Vehicles; and
- 6.9.2 the notification provided pursuant to paragraph 6.8.1 and the completed check list provided pursuant to paragraph 6.8.2 are true, accurate and complete in all material respects.
- 6.10 Subject to paragraph 6.11 and paragraph 25 (*No liability or deemed approval*), within 10 Business Days following receipt of the information referred to in paragraph 6.8 in respect of a Selected Vehicle, GWRC shall (acting reasonably):
- 6.10.1 issue a notice (**Refurbishment Completion Notice**) confirming that it is satisfied that the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of that Selected Vehicle; or
- 6.10.2 issue a notice (**Non-Completion Notice**) confirming that it is not satisfied that the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of that Selected Vehicle, detailing any outstanding Refurbishment Works and activities identified by GWRC.
- 6.11 Without limiting any other rights of GWRC, the Operator shall:
- 6.11.1 provide such evidence, documents and other information as GWRC requires to verify whether the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of each Selected Vehicle; and
- 6.11.2 permit GWRC and its representatives (on reasonable prior notice) to inspect each Selected Vehicle in order to determine whether the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have been completed in respect of each Selected Vehicle.
- 6.12 Without limiting any other rights of GWRC, if GWRC issues a Non-Completion Notice in respect of a Selected Vehicle, the Operator shall promptly undertake and complete the outstanding Refurbishment Works and other activities identified by GWRC in the Non-Completion Notice and paragraphs 6.8 to 6.11 and this paragraph 6.12 shall reapply in respect of that Selected Vehicle.

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Reclassification of Selected Vehicles (Interim)

- 6.13 The Parties agree that with effect from the applicable Refurbishment Completion Date:
- 6.13.1 each Selected Vehicle (Interim) shall be reclassified as an Existing Vehicle (and shall cease to be an Interim Vehicle); and
 - 6.13.2 except as provided in paragraph 6.14, all of the requirements of this Partnering Contract that apply to the Existing Vehicles shall apply in respect of that Selected Vehicle (Interim).
- 6.14 If a Selected Vehicle (Interim) is reclassified as an Existing Vehicle in accordance with paragraph 6.13, clause 10.15.3 of this Partnering Contract shall not apply in respect of that Vehicle.
- 6.15 Promptly following the reclassification of a Selected Vehicle (Interim) as an Existing Vehicle pursuant to paragraph 6.13, the Operator shall update the Interim & Existing Vehicle List and the Fleet List accordingly and provide a copy of those updated lists to GWRC.

Progress reports

- 6.16 The Operator shall report actual progress in respect of the performance of the Refurbishment Works and other activities contemplated in the Refurbishment Plan as against the program contained in the Refurbishment Plan as part of the Monthly Operational Report, as if the requirement to do so were expressly contained in the table at paragraph 1.3 (*Table of reporting requirements*) of Appendix 4 (*Weekly, monthly and annual reports*) to Schedule 5.
- 6.17 Without limiting paragraph 6.16, the Operator shall:
- 6.17.1 provide GWRC with an update in respect of the current status of the Refurbishment Works and other activities contemplated in the Refurbishment Plan within 3 Business Days following a request from GWRC to do so; and
 - 6.17.2 immediately notify GWRC if the Operator becomes aware of any event which has delayed, or is likely to delay, the completion of any Refurbishment Works or any other activities contemplated in the Refurbishment Plan as against the program contained in the Refurbishment Plan,
- and, in each case, provide GWRC with any information reasonably requested by GWRC in connection therewith as soon as reasonably practicable following such request.

Miscellaneous provisions relating to the refurbishment of Selected Vehicles

- 6.18 If the Operator requests an exemption to use MVs in place of a Selected Vehicle whilst that Selected Vehicle is being refurbished in accordance with paragraph 6.7, GWRC shall act reasonably in determining whether to grant such exemption.



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- 6.19 The Operator acknowledges and agrees that:
- 6.19.1 the reclassification of a Selected Vehicle (Interim) as an Existing Vehicle pursuant to paragraph 6.13; and
 - 6.19.2 the performance by or on behalf of the Operator of the Refurbishment Works and all other activities contemplated in the Refurbishment Plan;
- shall not constitute a Contract Variation or otherwise entitle the Operator to an additional payment, compensation or relief from its obligations under this Partnering Contract, any Associated Partnering Contract or any other Transaction Document.

7 Capacity expansion of Existing Vehicles

- 7.1 The Operator must no later than 10 Business Days prior to the Commencement Date expand the passenger capacity of the following Vehicles that appear on the Interim & Existing Vehicle List as follows:
- 7.1.1 17 Large Vehicles (6 of which are Series 1400 and 11 of which are Series 2600) must be expanded to a minimum of 81 passengers (seated and standing) per Large Vehicle; and
 - 7.1.2 18 Medium Vehicles (Series 2200) must be expanded to a minimum of 75 passengers (seated and standing) per Medium Vehicle.

Such Vehicles must also be listed on either the Fleet List or a 'Fleet List' (as defined in the Associated Bundled Partnering Contract).

- 7.2 The 18 Medium Vehicles, once expanded in accordance with paragraph 7.1.2, will change Vehicle Size Classification from Medium Vehicles to Large Vehicles and must comply with the requirements of this Partnering Contract that apply to Large Vehicles.
- 7.3 Provided that the Operator has expanded the capacity of the Vehicles in accordance with paragraph 7.1 to the satisfaction of GWRC (acting reasonably), has otherwise complied with the Milestones and Conditions Precedent in respect of those Vehicles in accordance with clause 2 and Schedule 13 and has, no earlier than 1 July 2018, submitted a payment claim to GWRC in accordance with clause 35, subject to clauses 35.9, 35.10 and 36, GWRC will pay to the Operator by no later than 15 July 2018 [REDACTED] for each Vehicle so expanded.
- 7(2)(b)(ii)
- 7.4 The Operator acknowledges and agrees that payment in accordance with paragraph 7.3 will be made once in respect of each expanded Vehicle and the Operator is not entitled to any additional payment or compensation in respect of the capacity expansion of these Vehicles under this Partnering Contract, the MOU or otherwise.

8 Fleet List – Double Deckers

- 8.1 Prior to the end of the Concession Period for the Double Deckers and prior to any time that a Double Decker enters Scheduled Service for the first time, the Operator

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must provide an updated Fleet List for GWRC's approval in accordance with clause 10.14 to reflect the replacement of the Interim Vehicles with the Double Deckers, which Fleet List must comply with the terms of this Partnering Contract including paragraph 6.1.2.

9 Not used

10 Not used

11 Not used

12 Bus Unit Timetable and Working Timetable

12.1 Where the Bus Unit Timetable specifies the following type of Vehicle to be used to provide a Scheduled Service:

12.1.1 "LV61", the Operator must provide that Scheduled Service using a Vehicle with a capacity of a minimum of 61 passengers (seated and standing) until the end of the Concession Period in respect of the ELVs (2020);

12.1.2 "LV68", the Operator must provide that Scheduled Service using a Vehicle with a capacity of a minimum of 68 passengers (seated and standing) until the end of the Concession Period in respect of the ELVs (2020); or

12.1.3 "LV81", the Operator must provide that Scheduled Service using a Vehicle with a capacity of a minimum of 81 passengers (seated and standing) until the end of the Concession Period in respect of the ELVs (2020),

or any other Vehicle Size Classification specified for that Scheduled Service in the Bus Unit Timetable. After the end of the Concession Period in respect of the ELVs (2020), the LV61, LV68 and LV81 Vehicle Size Classifications will no longer apply and the Operator must provide Scheduled Services using the applicable Vehicle Size Classification referred to in the Bus Unit Timetable (other than LV61, LV68 and LV81).

12.2 Where the Bus Unit Timetable specifies that a Scheduled Service is:

12.2.1 "+CBB", the Operator must provide that Scheduled Service from the Commencement Date until the date on which GWRC confirms that it is satisfied (acting reasonably) that all of the Double Deckers are compliant with this Partnering Contract and readily available to be used by the Operator to provide the Services (which date may be after the Concession Period End Date in respect of the Double Deckers);

12.2.2 "+CLV", "+CMV", "+CD81" or "+CL81", if at the end of the Concession Period in respect of Double Deckers GWRC has not confirmed that it is satisfied (acting reasonably) that all of the Double Deckers are compliant



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with this Partnering Contract and readily available to be used by the Operator to provide the Services:

- (a) the Operator must continue to provide that Scheduled Service using a Large Vehicle (if "+CLV" applies), a Medium Vehicle or a Large Vehicle (if "+CMV" applies), or a Large Vehicle with a capacity of at least 81 passengers (seated and standing) (if "+CD81" or "+CL81" applies) until GWRC has provided such confirmation in respect of the Double Deckers; and
- (b) that Scheduled Service will be deemed to have not been provided in accordance with the Vehicle Size Classification for the purposes of this Partnering Contract (including for the purposes of the Reliability KPI) and the Performance Deductions will apply.

12.3 The Operator must update the Working Timetable to take account of the changes referred to in paragraphs 12.1 and 12.2 and must provide:

- 12.3.1 the draft updated Working Timetable no later than 60 Business Days prior to the Concession Period End Date of the Double Deckers;
- 12.3.2 a further updated Working Timetable no later than 20 Business Days prior to the Concession Period End Date of the Double Deckers, incorporating any reasonable comments of GWRC; and
- 12.3.3 a summary of any material changes to the Working Timetable when each revised Working Timetable is provided to GWRC, including an explanation of the reasons for the changes.

13 Identity of Operator

13.1 The parties acknowledge and agree that:

13.1.1 the Operator in this Partnering Contract relating to PTOM Unit 2 PT687 (Wellington City Transport Limited (company number 484792)) is also the "Operator" under the following Partnering Contracts:

- (a) Partnering Contract relating to PTOM Unit 3 PT688;
- (b) Partnering Contract relating to PTOM Unit 5 PT689; and
- (c) Partnering Contract relating to PTOM Unit 6 PT690;

13.1.2 the "Operator" under the Partnering Contract relating to PTOM Unit 12 PT691 is Cityline (NZ) Limited (company number 558674), which is a Related Company of Wellington City Transport Limited (company number 484792);

13.1.3 notwithstanding that the Operator under this Partnering Contract and the "Operator" under the Partnering Contracts referred to in paragraphs 13.1.1 and 13.1.2 are not the same entity, such Partnering Contracts are

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Associated Partnering Contracts and Associated Bundled Partnering Contracts for the purposes of this Partnering Contract (including for the purpose of clause 47.4.19 (*Cross default*)); and

- 13.1.4 Cityline (NZ) Limited (company number 558674) is an Operator Associate under this Partnering Contract but is not a GW Associate.

14 Vehicle rear door width exemption

- 14.1 Provided that the Operator complies with the conditions set out in paragraph 14.2, the Vehicles that are MAN A80 1400 and 2400 series (**MAN Vehicles**) are not required to comply with the requirement that Vehicles have at least a 700 mm rear door width in row T2.25 of Table 2 in paragraph 3 of the VQS.
- 14.2 Prior to the Commencement Date, the Operator must (at its cost) in respect of the MAN Vehicles:
- 14.2.1 achieve a rear door opening width as close as technically possible to 650 mm, having regard to the door aperture of each individual Vehicle;
 - 14.2.2 maximise the aisle width at the front of the Vehicles and optimise the layout of the wheelchair bay to the extent technically possible in order to improve the accessibility of these Vehicles for wheelchair and physically impaired customers;
 - 14.2.3 remove the two aisle seats (front and rear facing) on the off-side wheel arch and relocate the respective stanchion and luggage rail to be flush with the off-side wheel arch, to achieve an aisle width in this area of at least 760mm;
 - 14.2.4 ensure that the wheelchair position is rear facing rather than transverse facing by removing the other three seats in the wheelchair area, relocating the wheelchair headboard and installing a horizontal handrail and a bell push to the wall. As the wheelchair position will be rear facing, the Operator must install a modesty panel rearward of the wheelchair position;
 - 14.2.5 improve facilities for the physically impaired by installing two auto (non-locking) flip-up seats along the wall in the wheelchair bay;
 - 14.2.6 improve the safety and comfort of passengers in the front saloon by installing a stanchion to the rear of the second row of near-side forward facing seats; and
 - 14.2.7 improve the safety and comfort of passengers in the rear saloon by installing two additional stanchions (in addition to the two stanchions required to be compliant with the RUB (as defined in the VQS)) in the rear saloon at locations specified by GWRC,

in each case, in accordance with the picture in Attachment A to this Appendix 10.



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15 No claim

15.1 The parties acknowledge and agree that the changes contemplated by this Appendix 10 shall not:

15.1.1 constitute or give rise to a Contract Variation or a Minor Contract Variation; or

15.1.2 entitle the Operator to any additional payment, compensation or relief from its obligations under this Partnering Contract or any other Transaction Document.

16 Not used

17 Additional financial reporting obligations

17.1 Within 40 Business Days following the end of each Management Accounts Period, the Operator shall provide to GWRC:

17.1.1 a copy of the Management Accounts in respect of that Management Accounts Period; and

17.1.2 a duly completed Operator Report in respect of the Additional Guarantor prepared in respect of that Management Accounts Period.

17.2 If GWRC believes on reasonable grounds that there has been a material breach of this Partnering Contract or if GWRC (acting reasonably) has material concerns about the financial position of the Operator or either Guarantor that would affect their ability to perform any of their respective obligations under any Transaction Document to which they are party, having formed this view following due enquiry and engagement with the Operator and both Guarantors, GWRC may request the Operator to (in which event the Operator promptly shall) provide copies of:

17.2.1 the Management Accounts;

17.2.2 the Operator Reports; and

17.2.3 any other financial records of the Operator and the Guarantors reasonably requested by GWRC (provided that GWRC may only request such other financial records to the extent that they are necessary to assess or verify the financial position of the Operator and /or either Guarantor for the purposes of assessing their ability to perform their respective obligations under the Transaction Documents),

to a professional advisor nominated by GWRC for the purposes of that professional advisor providing financial advice to GWRC and reviewing such documents in accordance with clause 24 (Audit and inspection rights). The Parties agree that any report produced by such professional advisor in respect of the Operator and the Guarantors will be:

17.2.4 made available to GWRC's chief financial officer, GWRC's finance manager and any other person agreed by the Parties (acting reasonably)

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and the findings of such report may be disclosed to those of GWRC's senior managers who have a need to know in accordance with the performance of their employment and, where such findings give rise to issues which are of material concern to GWRC (acting reasonably), to the GWRC elected members; and

- 17.2.5 made available to the Operator to the extent such report is not subject to legal professional privilege.
- 17.3 The Management Accounts, Operator Reports, any other financial records provided pursuant to paragraph 17.2 and any report produced by a professional advisor as contemplated by paragraph 17.2 will be treated as Confidential Information for the purposes of clause 59 (Confidentiality), and may not be used by GWRC or any recipient for any purpose other than to assess or verify the financial position of the Operator and / or either Guarantor so as to assess their ability to perform their respective obligations under the Transaction Documents.
- 17.4 Within 6 months after the end of each Group Financial Year, the Operator shall provide to GWRC a copy of the annual consolidated audited accounts of the Additional Guarantor and all of its subsidiaries in respect of that Group Financial Year, with such copy to be certified as being a true copy of the original by a director of the Operator.
- 17.5 The Operator shall ensure that the audited accounts provided pursuant to clause 17.4 are prepared in accordance with Generally Accepted Accounting Practice.
- 18 Guarantors and Parent Company Guarantees**
- 18.1 On or before the Effective Date, the Operator shall provide to GWRC the Additional Parent Company Guarantee duly executed by the Additional Guarantor. A failure by the Operator to comply with this paragraph 18.1 shall be deemed to be an Event of Default for the purposes of clause 46.1.19 (Deemed Event of Default) of this Partnering Contract.
- 18.2 The definition of Parent Company Guarantee contained in Schedule 1 of this Partnering Contract shall be replaced with the following:
- Parent Company Guarantee means each of the Initial Parent Company guarantee and the Additional Parent Company Guarantee.*
- 18.3 References in the following provisions of this Partnering Contract to "the Guarantor" shall be interpreted as meaning "any Guarantor":
- 18.3.1 clauses 44.13.2 (Demands), 47.4.13 (Insolvency - Guarantor) and 47.4.14 (Disposal of assets);
- 18.3.2 the definitions of "Change of Ownership", "Operator Associates" and "Shareholder" contained in Schedule 1 (Definitions and interpretation); and



CONFIDENTIAL

- 18.3.3 paragraphs 1.1 (Prohibited Act), 1.2 (Information Provided), 1.7 (Transaction Documents), 1.8 (Transaction Documents) and 1.9 to 1.12 (Legal Proceedings and Insolvency) of Schedule 8 (Warranties and Representations).
- 18.4 References in clause 46.1.5 (Security) of this Partnering Contract to "the Parent Company Guarantee" shall be interpreted as meaning "any Parent Company Guarantee".
- 18.5 Reference to "the Parent Company Guarantee" in paragraph (b) of the definition of Transaction Document contained in Schedule 1 (Definitions and Interpretation) of this Partnering Contract shall be interpreted as meaning "the Parent Company Guarantees".
- 18.6 Reference to "the Guarantor" in paragraphs 1.4 (Corporate) and 1.6 (Transaction Documents) of Schedule 8 (Warranties and Representations) of this Partnering Contract shall be interpreted as meaning "each Guarantor".
- 18.7 Reference to "neither the Guarantor nor the Operator" in paragraph 1.5 (Corporate) of Schedule 8 (Warranties and Representations) of this Partnering Contract shall be interpreted as meaning "neither of the Guarantors nor the Operator".
- 18.8 Paragraph 1.13 (Authorisations) of Schedule 8 (Warranties and Representations) of this Partnering Contract shall be interpreted so as to apply to the Operator and each Guarantor.
- 18.9 Notwithstanding the foregoing, clause 44.18 (Parent Company Guarantee) of this Partnering Contract shall apply only to the Initial Parent Company Guarantee and shall not apply to the Additional Parent Company Guarantee.

19 Revised Vehicle Acquisition Plan

Initial version

- 19.1 The initial version of the Revised Vehicle Acquisition Plan saved onto the Initial VAP USB sets out the key dates and milestones in respect of the procurement, design, manufacture, delivery, testing, commissioning and acceptance of the Tranche 1 ELVs (2020).
- 19.2 With effect from the ELV (2020) Variation Date, the initial version of the Revised Vehicle Acquisition Plan saved onto the Initial VAP USB shall become the Vehicle Acquisition Plan for the purposes of this Partnering Contract and shall replace any then current version of the "Vehicle Acquisition Plan".

Updated version to include Tranche 2 ELVs (2020), Charging Infrastructure and other matters

- 19.3 Within 20 Business Days following the ELV (2020) Variation Date, the Operator shall submit to GWRC an updated version of the Revised Vehicle Acquisition Plan which shall:

CONFIDENTIAL

- 19.3.1 be consistent with (and not materially depart from) the initial version of the Revised Vehicle Acquisition Plan saved onto the Initial VAP USB;
 - 19.3.2 subject to paragraph 19.3.3, contain the information set out in paragraphs 19.4 to 19.7 below; and
 - 19.3.3 where the Operator cannot reasonably include any of the required information in the updated version of the Revised Vehicle Acquisition Plan (**Missing Information**) the Operator must leave a placeholder for the Missing Information and specify a date (**Specified Date**) by which the Operator will provide the Missing Information to GWRC. The Operator shall:
 - (a) update the Revised Vehicle Acquisition Plan to incorporate each piece of Missing Information as soon as reasonably practicable and in any event on or before the Specified Date applicable to that piece of Missing Information; and
 - (b) promptly resubmit such updated Revised Vehicle Acquisition Plan incorporating that piece of Missing Information to GWRC (in which event paragraphs 19.8 to 19.10 will reapply).
- 19.4 The updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 shall contain a program specifying:
- 19.4.1 the key dates and milestones in respect of the procurement, design, manufacture, delivery, testing, commissioning and acceptance of the Tranche 2 ELVs (2020);
 - 19.4.2 the dates on which the Operator will place orders in respect of the Tranche 2 ELVs (2020);
 - 19.4.3 not used;
 - 19.4.4 in respect of each Tranche 2 ELV (2020), the dates on which the Operator will provide the applicable technical details, evidence, test results and other documentation required by clause 10.4.1 of this Partnering Contract;
 - 19.4.5 the dates on which the Operator will make each Tranche 2 ELV (2020) available for inspection by GWRC under clauses 10.4.2 and 10.4.3 of this Partnering Contract;
 - 19.4.6 the dates on which the Operator requires GWRC to provide the Installation Kit in respect of each Tranche 2 ELV (2020) pursuant to clauses 12.5 to 12.11 of this Partnering Contract (including specifying the Wellington depot location that each Installation Kit will need to be delivered to);
 - 19.4.7 the dates on which the Operator will make each Tranche 2 ELV (2020) available to GWRC for the provision and installation by GWRC of the



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Ticketing Equipment and RTPI Equipment pursuant to clauses 12.5 to 12.11 of this Partnering Contract (including specifying the Wellington depot location at which the Operator will make that Tranche 2 ELV (2020) so available);

- 19.4.8 in respect of each Tranche 2 ELV (2020), the date by which the Operator will have received a notice from GWRC under clause 10.4.4(a) of this Partnering Contract approving the use by the Operator of that Tranche 2 ELV (2020);
- 19.4.9 the date on which each Tranche 2 ELV (2020) will be ready and available for use by the Operator in the provision of passenger services under this Partnering Contract or any Associated Partnering Contract (which date must not be before the date referred to in paragraph 19.4.8 in respect of that Tranche 2 ELV (2020)); and
- 19.4.10 the key dates, milestones and details in respect of any other vehicle movements or removal from service that is proposed as a result of the procurement of the ELVs (2020), clearly identifying:
 - (a) the relevant vehicle; and
 - (b) the PTOM Unit to which the vehicle is currently allocated and (in the case of a movement of vehicles from one PTOM Unit to another) the PTOM Unit to which that vehicle will be reallocated,

provided that (to the extent relevant) the updated version of the Revised Vehicle Acquisition Plan shall, subject to paragraph 19.12, be materially consistent with the Indicative Tranche 2 ELV (2020) Program.

- 19.5 The updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 shall contain a program specifying:
 - 19.5.1 the details of the Charging Infrastructure (2020) and locations at which such Charging Infrastructure (2020) will be installed by the Operator (which must be consistent with the Charging Plan);
 - 19.5.2 the key dates and milestones in respect of the procurement, delivery, installation, testing, commissioning and acceptance of the Charging Infrastructure (2020);
 - 19.5.3 the dates on which the Charging Infrastructure (2020) will be installed by the Operator at the relevant locations;
 - 19.5.4 the date on which the Operator will provide the Charging Infrastructure (2020) Certificate to GWRC; and
 - 19.5.5 the dates on which the Charging Infrastructure (2020) will be ready and available for use by the Operator in accordance with the Charging Plan,

CONFIDENTIAL

provided that the dates referred to in paragraphs 19.5.4 and 19.5.5 shall not be later than the First ELV (2020) Programmed Ready Date.

- 19.6 The updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 shall contain a table setting out:
- 19.6.1 the proposed Timetable Change Implementation Dates; and
 - 19.6.2 the proposed number of ELVs (2020) that will be brought into service with effect from each Timetable Change Implementation Date.
- 19.7 In addition to the matters referred to in paragraphs 19.4 to 19.6, the updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 shall also contain:
- 19.7.1 detailed specifications in respect of the ELVs (2020) which must be sufficient to ensure that, if designed and manufactured to those specifications, the ELVs (2020) will comply with the requirements of this Partnering Contract;
 - 19.7.2 a summary in respect of the Charging Infrastructure (2020) in form and substance sufficient to provide GWRC with assurance that the Charging Infrastructure (2020) will be designed, manufactured, installed and operated to a standard that will enable the Operator to comply with the applicable requirements of this Partnering Contract at all times during the Term;
 - 19.7.3 to the extent that the Revised Vehicle Acquisition Plan contemplates any vehicles being permanently removed from service, the dates on which the Operator will make those vehicles available to GWRC for de-installation of the Ticketing Equipment, RTPI Equipment and Installation Kits in accordance with clause 12.10 or 12.11 (as applicable);
 - 19.7.4 any amendments proposed by the Operator to paragraph 5.1 of this Appendix 10 or any associated definitions;
 - 19.7.5 for the purposes of paragraph 6.1.2 of this Appendix 10, a clear record of the maximum aggregate number of Interim Vehicles that will be identified in the Fleet List or a "Fleet List" (as defined in the Associated Bundled Partnering Contract) at any time during the Term;
 - 19.7.6 the plan (including key dates and milestones) for the progressive retirement of the Interim Vehicles (identifying the relevant Interim Vehicle by fleet number) and the proposed Vehicle Size Classification of those Vehicles which will replace the retired Interim Vehicles, provided that the Operator shall prioritise the retirement of those Interim Vehicles which are of the poorest quality or condition;



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- 19.7.7 the plan (including key dates and milestones) for the progressive retirement of the Existing Vehicles as they come to the end of life or reach the Maximum Age Threshold (identifying the relevant Existing Vehicle by fleet number) and the proposed Vehicle Size Classification of those Vehicles which will replace the retired Existing Vehicles;
- 19.7.8 the program for the completion of the Refurbishment Works in respect of the Selected Vehicles (which program must be consistent with the Refurbishment Plan); and
- 19.7.9 any other information specified in paragraph 1.4.13 (*Vehicle Acquisition Plan*) of Appendix 1 (*Plans*) to Schedule 5 (*Planning, Reporting and Meetings*).

Approval of updated Revised Vehicle Acquisition Plan

- 19.8 Within 15 Business Days following receipt by GWRC of the updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 (or, if applicable, resubmitted pursuant to paragraph 19.9 or any other provision of this Appendix 10), GWRC may either:
 - 19.8.1 acting reasonably, provide written comments to the Operator in respect of the updated Revised Vehicle Acquisition Plan; or
 - 19.8.2 notify the Operator that it has no comments on the updated Revised Vehicle Acquisition Plan.
- 19.9 If GWRC provides comments on the updated Revised Vehicle Acquisition Plan pursuant to paragraph 19.8.1, the Operator shall promptly amend the updated Revised Vehicle Acquisition Plan to reflect such comments and resubmit the updated Revised Vehicle Acquisition Plan to GWRC, in which event paragraphs 19.8 to 19.10 shall reapply.
- 19.10 If:
 - 19.10.1 GWRC notifies the Operator pursuant to clause 19.8.2 that it has no comments on the updated Revised Vehicle Acquisition Plan; or
 - 19.10.2 GWRC has not within 15 Business Days following receipt by GWRC of the updated version of the Revised Vehicle Acquisition Plan provided any response pursuant to clause 19.8.1 or 19.8.2 (in which event GWRC shall be deemed to have notified the Operator that it has no comments on the updated Revised Vehicle Acquisition Plan),then in either case:
 - 19.10.3 the updated Revised Vehicle Acquisition Plan shall immediately replace the then current version of the Revised Vehicle Acquisition Plan; and
 - 19.10.4 subject to paragraphs 22.12 and 22.13 (*Vehicle Size Classification*), the Operator shall promptly provide an updated version of the Emission

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Profile which includes all of the ELVs (2020) and is consistent with the updated Revised Vehicle Acquisition Plan, and such updated version shall replace the then current Appendix 13 (*Emission Profile*).

No Tranche 2 ELV (2020) order until Revised Vehicle Acquisition Program is approved

19.11 Without limiting paragraph 19.27, the Operator shall not place any order in respect of any Tranche 2 ELV (2020) or enter into any unconditional agreement for the acquisition of any Tranche 2 ELV (2020) unless and until GWRC has notified the Operator in accordance with paragraph 19.8.2 that it has no comments on the updated Revised Vehicle Acquisition Plan or is deemed to have so notified the Operator pursuant to paragraph 19.10.2.

Extension to Indicative Tranche 2 ELV (2020) Program

19.12 The Operator may request an extension to any of the dates contained in the Indicative Tranche 2 ELV (2020) Program. GWRC shall act reasonably in determining whether to grant such extension. If GWRC does grant such extension, the Operator shall:

- 19.12.1 where the initial Revised Vehicle Acquisition Plan has already been replaced in accordance with clause 19.10, promptly:
- (a) amend the relevant parts of the Revised Vehicle Acquisition Plan to reflect such extended dates (without making any other changes to the Revised Vehicle Acquisition Plan);
 - (b) provide a copy of the amended Revised Vehicle Acquisition Plan to GWRC; and
 - (c) subject to paragraphs 22.12 and 22.13 (*Vehicle Size Classification*), provide an updated version of Appendix 13 (*Emission Profile*) of this Schedule 2 which is consistent with the amended Revised Vehicle Acquisition Plan provided to GWRC pursuant to sub-paragraph (b), and such updated version shall replace the then current Appendix 13 (*Emission Profile*); or
- 19.12.2 where the initial Revised Vehicle Acquisition Plan has not already been replaced in accordance with clause 19.10, ensure that the updated version of the Revised Vehicle Acquisition Plan submitted by the Operator pursuant to paragraph 19.3 reflects such extension.

Compliance with the Revised Vehicle Acquisition Plan

19.13 Subject to paragraph 19.14, the Operator shall:

- 19.13.1 subject to the completion of the ELV (2020) Design Documentation review process pursuant to paragraph 21 in respect of the ELVs (2020), procure the design, manufacture, delivery, testing, commissioning and acceptance of the ELVs (2020) in accordance with the Revised Vehicle Acquisition Plan and perform the activities specified in respect of the



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ELVs (2020) on the relevant dates specified in the Revised Vehicle Acquisition Plan;

- 19.13.2 ensure that each ELV (2020) complies with the relevant specifications set out in the Revised Vehicle Acquisition Plan;
 - 19.13.3 procure the design, manufacture, delivery, installation, testing, commissioning and acceptance of the Charging Infrastructure (2020) in accordance with the Revised Vehicle Acquisition Plan and perform the activities specified in respect of the Charging Infrastructure (2020) on the relevant dates specified in the Revised Vehicle Acquisition Plan;
 - 19.13.4 retire or remove Vehicles from service and otherwise reallocate and replace Vehicles in accordance with the Revised Vehicle Acquisition Plan; and
 - 19.13.5 comply with, perform its obligations in accordance with, and otherwise give effect to the Revised Vehicle Acquisition Plan.
- 19.14 The Operator shall implement the changes to the Bus Unit Timetable and any Associated Bus Unit Timetable in accordance with paragraph 23.2 and shall bring the ELVs (2020) into service in accordance with (and so as to give effect to) such changes.
- 19.15 Immediately upon acquiring an ELV (2020), the Operator shall notify GWRC in writing pursuant to clause 10.9.4 and update the Fleet List in accordance with clauses 10.9.4 and 10.14.
- 19.16 To the extent that the Revised Vehicle Acquisition Plan contains amendments to paragraph 5.1 of this Appendix 10, such amendments shall take effect in accordance with the Revised Vehicle Acquisition Plan.

Progress reports

- 19.17 The Operator shall report actual progress in respect of the activities identified in the Revised Vehicle Acquisition Plan as against the program contained in the Revised Vehicle Acquisition Plan as part of the Monthly Operational Report, as if the requirement to do so were expressly contained in the table at paragraph 1.3 (*Table of reporting requirements*) of Appendix 4 (*Weekly, monthly and annual reports*) to Schedule 5.
- 19.18 Without limiting paragraph 19.17, the Operator shall:
- 19.18.1 provide GWRC with an update in respect of the current status of the activities identified in the Revised Vehicle Acquisition Plan within 3 Business Days following a request from GWRC to do so; and
 - 19.18.2 immediately notify GWRC if the Operator becomes aware of any event which has delayed, or is likely to delay, any of the activities identified in the Revised Vehicle Acquisition Plan as against the program contained in the Revised Vehicle Acquisition Plan,

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and, in each case, provide GWRC with any information reasonably requested by GWRC in connection therewith as soon as reasonably practicable following such request.

Adjustment to First ELV (2020) Programmed Ready Date

- 19.19 If the Operator (acting reasonably) anticipates that the first ELV (2020) will not be ready and available for use by the Operator by the First ELV (2020) Programmed Ready Date, the Operator shall provide written notice to GWRC as soon as it becomes aware of the anticipated delay, setting out:
- 19.19.1 the full details of the anticipated delay (including the cause(s) of the delay and its expected duration);
 - 19.19.2 the steps which the Operator and the Operator Associates have taken and propose to take to reduce the delay and mitigate the impact thereof; and
 - 19.19.3 the Operator's proposed revised date for the First ELV (2020) Programmed Ready Date.
- 19.20 Subject to paragraph 19.23, within 5 Business Days after GWRC receives a notice from the Operator pursuant to paragraph 19.19, the Parties shall (each acting reasonably) meet to discuss the contents of the notice and agree the revised date for the First ELV (2020) Programmed Ready Date, have due regard to the nature, cause and likely duration of the delay.
- 19.21 Where the parties cannot agree the revised date for the First ELV (2020) Programmed Ready Date in accordance with paragraph 19.20 within 10 Business Days following receipt by GWRC of a notice pursuant to paragraph 19.19, GWRC may specify a revised date for the First ELV (2020) Programmed Ready Date (acting reasonably and having due regard to the nature, cause and likely duration of the delay), provided that such date shall not be earlier than the then current First ELV (2020) Programmed Ready Date.
- 19.22 The Parties acknowledge and agree that the revised date agreed by the Parties pursuant to paragraph 19.20 or specified by GWRC pursuant to paragraph 19.21 (as applicable) shall replace the then current date for the First ELV (2020) Programmed Ready Date.
- 19.23 The Operator shall not be entitled to any revision to the First ELV (2020) Programmed Ready Date to the extent that:
- 19.23.1 the delay (or its cause) is caused or contributed to by the Operator or an Operator Associate;
 - 19.23.2 the delay (or its cause) is within the reasonable control of the Operator or an Operator Associate; or
 - 19.23.3 the Operator or an Operator Associate has failed to take all reasonable steps to reduce the delay and minimise the impact thereof.



CONFIDENTIAL

- 19.24 The Operator shall promptly provide such information as GWRC may reasonably request in connection with any delay notified by the Operator pursuant to paragraph 19.19.

Orders for Final Sub-Tranche of ELVs (2020)

- 19.25 In the period 1 October 2021 to 31 December 2021, the Parties shall meet to:
- 19.25.1 review and discuss whether there has been (or will be) sufficient growth in demand to justify the Operator placing an order for the Final Sub-Tranche; and
 - 19.25.2 if required by GWRC, discuss and agree the impact that delaying the order for the Final Sub-Tranche would have on the Revised Vehicle Acquisition Plan and on the provision by the Operator of passenger services generally and discuss any other matter related thereto.
- 19.26 Promptly following the meeting referred to in paragraph 19.25, GWRC shall confirm to the Operator in writing either:
- 19.26.1 that GWRC considers that there has been (or will be) sufficient growth in demand, in which event, without limiting any other obligations of the Operator, the Operator shall:
 - (a) place the order for the Final Sub-Tranche in accordance with the then current version of the Revised Vehicle Acquisition Plan; and
 - (b) procure the design, manufacture, delivery, testing, commissioning and acceptance of the Final Sub-Tranche in accordance with the then current version of the Revised Vehicle Acquisition Plan and perform the activities specified in respect of the Final Sub-Tranche on the relevant dates specified in the then current version of the Revised Vehicle Acquisition Plan; or
 - 19.26.2 that GWRC considers that there has not been (or will not be) sufficient growth in demand, in which event:
 - (a) GWRC shall specify the date on which it requires the Operator to place the order for the Final Sub-Tranche (which date must not be later than 31 January 2024);
 - (b) the Operator shall promptly update the Revised Vehicle Acquisition Plan to reflect the impact that delaying the order until the specified date will have on the Revised Vehicle Acquisition Plan (as agreed by the Parties pursuant to paragraph 19.25.2) and submit the updated Revised Vehicle Acquisition Plan to GWRC (in which case paragraphs 19.8 to 19.10 shall reapply);

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- (c) the Operator shall place the order for the Final Sub-Tranche on the date so specified by GWRC (and shall not place the order before such date); and
- (d) without limiting any other obligations of the Operator, the Operator shall procure the design, manufacture, delivery, testing, commissioning and acceptance of the Final Sub-Tranche in accordance with Revised Vehicle Acquisition Plan as updated pursuant to paragraph 19.26.2(b) and approved by GWRC pursuant to paragraphs 19.8 to 19.10 and perform the activities specified in respect of the Final Sub-Tranche on the relevant dates specified in such updated and approved version of the Revised Vehicle Acquisition Plan.

19.27 The Operator shall not place any order in respect of any ELV (2020) forming part of the Final Sub-Tranche or enter into any unconditional agreement for the acquisition of any ELV (2020) forming part of the Final Sub-Tranche unless and until:

- 19.27.1 the meeting referred to in paragraph 19.25 has been concluded; and
- 19.27.2 GWRC has issued its notification under paragraph 19.26.1 (in which case, the Operator shall place the order in accordance with paragraph 19.26.1) or under paragraph 19.26.2 (in which case, the Operator shall place the order in accordance with paragraph 19.26.2).

20 Charging Plan

20.1 Without limiting any other obligation of the Operator under this Partnering Contract, the Operator shall ensure that at all times it has sufficient charging capacity available to it to maximise the use of the ELVs (2020) in the provision of passenger services under this Partnering Contract and the Associated Partnering Contracts.

20.2 At the same time that the Operator submits the updated version of the Revised Vehicle Acquisition Plan to GWRC pursuant to paragraph 19.3, the Operator shall also submit to GWRC a draft charging plan identifying the Depots from which the ELVs (2020) will be operated and the locations at which the ELVs (2020) will be charged. The draft charging plan shall:

- 20.2.1 contain sufficient detail to demonstrate how the Operator will comply with its obligation under paragraph 20.1; and
- 20.2.2 be consistent with the updated version of the Revised Vehicle Acquisition Plan submitted pursuant to paragraph 19.3.

20.3 GWRC may (but is not obliged to) provide comments on the draft charging plan within 15 Business Days following receipt thereof.



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20.4 If GWRC provides comments on the draft charging plan to the Operator pursuant to paragraph 20.3, the Operator shall consider those comments (acting reasonably). To the extent that the Operator (acting reasonably):

20.4.1 accepts GWRC's comments, it shall promptly amend the draft charging plan to take account of, and incorporate, such comments and promptly resubmit the draft charging plan to GWRC (in which case paragraph 20.3 and this paragraph 20.4 shall reapply); or

20.4.2 does not accept GWRC's comments, it shall promptly notify GWRC of its reasons for so doing and provide such information as GWRC may reasonably request in connection therewith.

20.5 The Operator shall comply with, perform its obligations in accordance with, and otherwise give effect to the Charging Plan.

20.6 The Parties acknowledge and agree that the definition of Plans contained in Schedule 1 of this Partnering Contract shall be deemed to include the Charging Plan, notwithstanding that it is not specifically listed in such definition.

21 ELV (2020) Design Documentation development

21.1 The Operator shall provide the ELV (2020) Design Documentation in respect of the ELVs (2020) to GWRC for its review in accordance with the Revised Vehicle Acquisition Plan.

21.2 GWRC may (but is not obliged to) provide comments on that ELV (2020) Design Documentation within 15 Business Days following receipt thereof, provided that such comments shall be limited to matters related to non-compliance (or potential non-compliance) by the ELV (2020) Design Documentation (or by any ELVs (2020) manufactured in accordance with that ELV (2020) Design Documentation) with:

21.2.1 the VQS (Revised 2020);

21.2.2 the RUB (as defined in the VQS (Revised 2020));

21.2.3 any applicable Law; or

21.2.4 any other requirement of this Partnering Contract.

21.3 If GWRC provides comments on the ELV (2020) Design Documentation to the Operator pursuant to paragraph 21.2, the Operator shall consider those comments (acting reasonably). To the extent that the Operator (acting reasonably):

21.3.1 accepts GWRC's comments, it shall promptly amend the relevant ELV (2020) Design Documentation to take account of, and incorporate, such comments and promptly resubmit that ELV (2020) Design Documentation to GWRC (in which case paragraph 21.2 and this paragraph 21.3 shall reapply); or

CONFIDENTIAL

- 21.3.2 does not accept GWRC's comments, it shall promptly notify GWRC of its reasons for so doing and provide such information as GWRC may reasonably request in connection therewith.

22 ELVs (2020) and Charging Infrastructure (2020) – General requirements

Invitation to attend key inspections and tests

- 22.1 Without limiting the Operator's obligations to make the ELVs (2020) and Charging Infrastructure (2020) available for GWRC's inspection in accordance with the Revised Vehicle Acquisition Plan, the Operator shall:
- 22.1.1 provide GWRC with reasonable advance notice of any key inspections or tests which are to be undertaken in relation to the ELVs (2020) or the Charging Infrastructure (2020) (whether in New Zealand or overseas) at any stage during the design, manufacture, delivery, installation, testing, commissioning and acceptance process; and
- 22.1.2 permit GWRC and its representatives to attend and witness such key inspections and tests (provided that any costs incurred by GWRC or its representatives in so doing shall be borne by GWRC).

Age requirements

- 22.2 Without limiting and in addition to the requirements of clauses 10.1.10, 10.15.6 and 10.15.7 of this Partnering Contract (as amended by paragraph 5.1 of this Appendix 10), the Operator shall ensure that each ELV (2020) is a Brand New Vehicle which has a Manufacture Date that is no earlier than the date falling 12 months prior to the date on which GWRC issues a notice in respect of that ELV (2020) pursuant to clause 10.4.4(a) of this Partnering Contract.

Not Transferring Vehicles

- 22.3 The Parties agree that none of the ELVs (2020) are Transferring Vehicles.

Use of the ELVs (2020)

- 22.4 Without limiting any other provision of this Partnering Contract or any Associated Partnering Contract, the Operator expressly acknowledges the requirements of clauses 10.4 and 10.7 of this Partnering Contract and clauses 10.4 and 10.7 of the Associated Partnering Contracts and their application to the ELVs (2020).
- 22.5 Subject to clauses 10.4 and 10.7 of this Partnering Contract, clauses 10.4 and 10.7 of the Associated Partnering Contracts and paragraph 22.6 below, the Operator:
- 22.5.1 shall maximise the use of the ELVs (2020) in the provision of passenger services under this Partnering Contract and the Associated Partnering Contracts;
- 22.5.2 shall not use the ELVs (2020) as Spare Vehicles (as such term is defined in this Partnering Contract and each Associated Partnering Contract); and



CONFIDENTIAL

- 22.5.3 may use the ELVs (2020) in the provision of passenger services under this Partnering Contract or any Associated Partnering Contract.
- 22.6 Subject to paragraph 23.10, the Operator:
- 22.6.1 shall ensure that each Specified ELV (2020) Service is provided using an ELV (2020); and
- 22.6.2 shall not use any vehicle other than an ELV (2020) to provide a Specified ELV (2020) Service,
- provided that, without limiting or otherwise affecting the requirements of the Reliability KPI or the application of any Performance Deductions arising from any other failure by the Operator to comply with those requirements, the Operator may utilise a diesel LV as a Spare Vehicle to provide a Specified ELV (2020) Service on a short-term temporary basis in order to undertake scheduled maintenance of the ELVs (2020).
- 22.7 The Operator may use any of the ELVs (2020) for purposes other than the provision of passenger services under this Partnering Contract or any other Associated Partnering Contract (including charter services) provided that:
- 22.7.1 GWRC has issued a notice under clause 10.4.4(a) of this Partnering Contract in respect of the relevant ELV (2020);
- 22.7.2 the requirements of clauses 10.17 to 10.19 of this Partnering Contract are met; and
- 22.7.3 such use does not adversely impact on the Operator's ability to comply with the requirements of paragraph 22.6.

Reallocation of ELVs (2020)

- 22.8 Subject to paragraph 22.9, the Operator agrees that to the extent that the Bus Unit Timetable or an Associated Bus Unit Timetable is changed in accordance with the Timetable Change Process to specify that a route or passenger service will be provided using an ELV (2020) in circumstances where:
- 22.8.1 there is an ELV (2020) available for use by the Operator to provide such route or passenger service (or such ELV (2020) will become so available by the time at which the change to the Bus Unit Timetable or Associated Bus Unit Timetable (as applicable) becomes effective); and
- 22.8.2 the reallocation of that ELV (2020) to the relevant route or passenger service will not directly cause the Operator to have to use a non-ELV (2020) to provide any Specified ELV (2020) Service,
- then:
- 22.8.3 where the change is a change to the Bus Unit Timetable, for the purposes of calculating the Net Financial Impact of such change under Schedule 14 (*Change Events and Net Financial Impact*) of this Partnering Contract,

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there shall be deemed to be no change to the Peak Vehicle Requirement under this Partnering Contract; or

22.8.4 where the change is a change to an Associated Bus Unit Timetable, for the purposes of calculating the Net Financial Impact (as defined in the Associated Partnering Contract) of such change under Schedule 14 (*Change Events and Net Financial Impact*) of the Associated Partnering Contract, there shall be deemed to be no change to the Peak Vehicle Requirement (as defined in the Associated Partnering Contract).

22.9 Paragraph 22.8 shall not apply to any change to the Bus Unit Timetable or any Associated Bus Unit Timetable made pursuant to paragraph 23.1.

Consents and Maintenance

22.10 Without limiting any other provision of this Partnering Contract, the Operator acknowledges and agrees that:

22.10.1 clause 9.1 (*Overarching requirements*) shall apply to the Charging Infrastructure (2020) as if a reference to the Charging Infrastructure (2020) was expressly included after each reference in that clause to the Vehicles;

22.10.2 the Operator shall be responsible for obtaining, maintaining and complying with (and ensuring that the ELVs (2020) and Charging Infrastructure (2020) comply with) any relevant Consent at all times during the Term;

22.10.3 the Operator shall operate and use the Charging Infrastructure in accordance with all applicable Law;

22.10.4 the Operator shall Maintain the ELVs (2020) in accordance with Good Industry Practice and so as to ensure that they comply with the requirements of this Partnering Contract at all times; and

22.10.5 the Operator shall Maintain the Charging Infrastructure (2020):

(a) in accordance with Good Industry Practice and so as to ensure that it complies with the requirements of this Partnering Contract at all times; and

(b) so as to ensure that the Operator is able to comply with its obligation under paragraph 20.1 (*Charging Plan*) at all times.

Change in Law

22.11 Notwithstanding anything to the contrary in this Partnering Contract or any Associated Partnering Contract, to the extent that an event:

22.11.1 would, but for this paragraph 22.11, constitute a Change in Law or a Compensable Change in Law (as such terms are defined in this Partnering Contract and each Associated Partnering Contract); and



CONFIDENTIAL

22.11.2 either:

- (a) relates to (or impacts on) any ELV (2020) or any Charging Infrastructure (2020) (including any part, component or system forming part of any ELV (2020) or any of the Charging Infrastructure (2020));
- (b) requires the Operator to incur additional Capital Expenditure or Operating Expenditure in connection with any ELV (2020) or any Charging Infrastructure (2020); or
- (c) otherwise affects the use or Maintenance of any ELV (2020) or any Charging Infrastructure (2020),

then such event shall only constitute:

22.11.3 a Change in Law under this Partnering Contract or any Associated Partnering Contract to the extent that it would still fall within that definition if each reference in that definition to "the date of this Partnering Contract" was instead a reference to "the ELV (2020) Variation Date"; and

22.11.4 a Compensable Change in Law under this Partnering Contract or any Associated Partnering Contract to the extent that it would still fall within that definition if each reference in that definition to "the date of this Partnering Contract" was instead a reference to "the ELV (2020) Variation Date".

Vehicle Size Classification

22.12 The definition of Vehicle Size Classification contained in Schedule 1 of this Partnering Contract shall be replaced with the definition set out below:

Vehicle Size Classification	<p>means the size of Vehicle (either a Small Vehicle, Medium Vehicle, Large Vehicle (including an ELV), Double Decker or a different Vehicle type referred to in paragraph 15 (<i>Bus Unit specific obligations</i>) of Schedule 2 (if applicable)) that must be used to provide a Scheduled Service. The Bus Unit Timetable specifies for Scheduled Services on:</p> <ul style="list-style-type: none"> (a) Public Routes, the size of Vehicle which must be used; and (b) School Routes, the size of Vehicle which must be used.
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22.13 The Parties acknowledge and agree that, except for the purposes of Appendix 7 (*Special Event Services Rates*) and Appendix 8 (*Net Financial Impact*) to this

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Schedule 2 (where specific rates applicable to the ELVs (2020) apply), the ELVs (2020) shall be classified as Large Vehicles.

23 Financial matters

Bus Unit Timetable change and associated adjustment to the Base Service Fee

- 23.1 The Parties agree that GWRC shall issue notices pursuant to the Timetable Change Process:
- 23.1.1 amending the Bus Unit Timetable and / or any Associated Bus Unit Timetable with effect from each Timetable Change Implementation Date to specify those passenger services which are to be provided using the ELVs (2020) and the number of ELVs (2020) which are to be brought into service, in each case in accordance with the table contained in the Revised Vehicle Acquisition Plan referred to in paragraph 19.6;
 - 23.1.2 specifying the number of Vehicles (on a per Vehicle Size Classification basis) which are to be removed from passenger service as a consequence of the introduction of the ELVs (2020) and the dates of such removal, which numbers and dates shall be agreed by the Parties pursuant to the Timetable Change Process as if a requirement to do so were expressly set out in the Timetable Change Process; and
 - 23.1.3 giving effect to any other vehicle movements, replacement of vehicles or removal of vehicles from service contemplated by the Revised Vehicle Acquisition Plan.
- 23.2 Subject to paragraph 23.10, the Operator shall implement the changes to the Bus Unit Timetable and any relevant Associated Bus Unit Timetable in accordance with, and shall otherwise comply with, each notice issued by GWRC pursuant to paragraph 23.1.
- 23.3 To the extent that a notice issued by GWRC pursuant to paragraph 23.1 changes the Bus Unit Timetable:
- 23.3.1 subject to paragraph 23.3.2, the Net Financial Impact of the change to the Bus Unit Timetable and the consequential adjustment to the Base Service Fee shall be calculated and made in accordance with paragraph 3 (*Bus Unit Timetable changes*) of Schedule 14 (*Change Events and Net Financial Impact*);
 - 23.3.2 for the purposes of calculating *PVRA* under paragraph 3.4 of Schedule 14:
 - (a) to the extent that the notice increases the number of ELVs (2020) to be used in the provision of Passenger Services under this Partnering Contract, the PVR shall be deemed to have been increased by that number of ELVs (2020);



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- (b) to the extent that the notice increases the number of Vehicles (excluding ELVs (2020)) of a particular Vehicle Size Classification to be used in the provision of Passenger Services under this Partnering Contract, the PVR shall be deemed to have been increased by that number of Vehicles; and
- (c) to the extent that the notice decreases the number of Vehicles of a particular Vehicle Size Classification to be used in the provision of Passenger Services under this Partnering Contract, the PVR shall be deemed to have been decreased by that number of Vehicles; and

23.3.3 without limiting any other applicable provision of Schedule 14 (*Change Events and Net Financial Impact*), paragraph 10 (*Purpose, provision of information and indexation of Net Financial Impact*) of Schedule 14 shall apply to the calculation of the Net Financial Impact of the change to the Bus Unit Timetable and paragraph 11 (*Calculation of Net Financial Impact*) of Schedule 14 shall not apply.

23.4 To the extent that a notice issued by GWRC pursuant to paragraph 23.1 changes any Associated Bus Unit Timetable:

23.4.1 subject to paragraph 23.4.2, the Net Financial Impact (as defined in the relevant Associated Partnering Contract) of the change to the Associated Bus Unit Timetable and the consequential adjustment to the Base Service Fee (as defined in the relevant Associated Partnering Contract) shall be calculated and made in accordance with paragraph 3 (*Bus Unit Timetable changes*) of Schedule 14 (*Change Events and Net Financial Impact*) of the relevant Associated Partnering Contract;

23.4.2 for the purposes of calculating *PVRA* under paragraph 3.4 of Schedule 14 of the relevant Associated Partnering Contract:

- (a) to the extent that the notice increases the number of ELVs (2020) to be used in the provision of passenger services under the Associated Partnering Contract, the PVR (as defined in the relevant Associated Partnering Contract) shall be deemed to have been increased by that number of ELVs (2020);
- (b) to the extent that the notice increases the number of vehicles (excluding ELVs (2020)) of a particular Vehicle Size Classification to be used in the provision of passenger services under the relevant Associated Partnering Contract, the PVR (as defined in the relevant Associated Partnering Contract) shall be deemed to have been increased by that number of vehicles; and
- (c) to the extent that the notice decreases the number of vehicles of a particular Vehicle Size Classification to be used in the provision of passenger services under the relevant Associated

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Partnering Contract, the PVR (as defined in the relevant Associated Partnering Contract) shall be deemed to have been decreased by that number of vehicles; and

23.4.3 without limiting any other applicable provision of Schedule 14 (*Change Events and Net Financial Impact*) of the relevant Associated Partnering Contract, paragraph 10 (*Purpose, provision of information and indexation of Net Financial Impact*) of Schedule 14 of the relevant Associated Partnering Contract shall apply to the calculation of the Net Financial Impact (as defined in the relevant Associated Partnering Contract) of the change to the Associated Bus Unit Timetable and paragraph 11 (*Calculation of Net Financial Impact*) of Schedule 14 of the relevant Associated Partnering Contract shall not apply.

23.5 The Parties acknowledge and agree that:

23.5.1 any change to the Bus Unit Timetable or any Associated Bus Unit Timetable notified by GWRC pursuant to paragraph 23.1 shall be deemed to have been made in accordance with the Timetable Change Process notwithstanding that the requirements of the Timetable Change Process may not have been complied with; and

23.5.2 to the extent of any inconsistency between the foregoing provisions of this paragraph 23 (on the one hand) and the Timetable Change Process or Schedule 14 of this Partnering Contract or Schedule 14 of any Associated Partnering Contract (on the other hand), the foregoing provisions of this paragraph 23 shall apply.

Rates to apply to Associated Partnering Contracts

23.5A Subject to paragraph 22.8, if an ELV (2020) is used in the provision of "Scheduled Services" under any Associated Partnering Contract or is used to provide "Special Event Services" under any Associated Partnering Contract, the relevant rates applicable to that ELV (2020) set out in Appendices 7 and 8 of this Schedule 2 (as such rates are adjusted from time to time in accordance with this Partnering Contract) shall apply for all relevant purposes of that Associated Partnering Contract as if such rates were expressly set out in Appendices 7 and 8 to Schedule 2 of that Associated Partnering Contract.

Route 2 allocation

23.6 The Parties acknowledge and agree that, all other things being equal, GWRC has a preference for the ELVs (2020) to be allocated to the Scheduled Services on Route 2.

23.7 Not used.



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Changes to the Reliability KPI

23.8 For the purposes of this Partnering Contract, in addition to the existing requirements of the Reliability KPI, a further requirement as set out below shall apply as if expressly set out as paragraph 5.3.5 of Schedule 6 (*Financial and Performance Regime*):

5.3.5 *in the case of a Scheduled Service which is a Specified ELV (2020) Service, be provided using an ELV (2020) except to the extent that the Operator is permitted to utilise a diesel LV in accordance with paragraph 22.6 of Appendix 10 to Schedule 2.*

23.9 For the purposes of each Associated Partnering Contract, in addition to the existing requirements of the Reliability KPI (as defined in the relevant Associated Partnering Contract), a further requirement as set out below shall apply as if expressly set out as paragraph 5.3.5 of Schedule 6 (*Financial and Performance Regime*) to that Associated Partnering Contract:

5.3.5 *in the case of a Scheduled Service which is a Specified ELV (2020) Service (as such term is defined in the partnering contract made between the Operator and GWRC in respect of PTOM Unit 2), be provided using an ELV (2020) (as such term is defined in the partnering contract made between the Operator and GWRC in respect of PTOM Unit 2), except to the extent that the Operator is permitted to utilise a diesel LV in accordance with paragraph 22.6 of Appendix 10 to Schedule 2 of the partnering contract made between the Operator and GWRC in respect of PTOM Unit 2.*

Relaxation of specified requirements

23.10 To the extent that:

23.10.1 the Bus Unit Timetable or any Associated Bus Unit Timetable is changed pursuant to paragraph 23.1;

23.10.2 the implementation of such change requires an ELV (2020) to be brought into service prior to the date on which that ELV (2020) is programmed in the Revised Vehicle Acquisition Plan to be ready and available for use by the Operator in the provision of passenger services; and

23.10.3 the Operator is unable to use another ELV (2020) to implement the change because there are insufficient ELVs (2020) programmed in the Revised Vehicle Acquisition Plan to be ready and available for use by the Operator at that time,

then, until the date on which the relevant ELV (2020) is programmed in the Revised Vehicle Acquisition Plan to be ready and available for use:

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- 23.10.4 the use by the Operator of a non-ELV (2020) to provide the relevant Specified ELV (2020) Service shall not constitute a breach of paragraph 22.6 or 23.2 of this Appendix 10;
- 23.10.5 the Operator shall not be required to remove a vehicle from service pursuant to paragraph 23.2 of this Appendix 10 to the extent that it requires that vehicle to provide the relevant Specified ELV (2020) Service in place of the relevant ELV (2020); and
- 23.10.6 the use by the Operator of a non-ELV (2020) to provide the relevant Specified ELV (2020) Service shall be disregarded for the purposes of:
 - (a) paragraph 5.3.5 of Schedule 6 (*Financial and Performance Regime*) of this Partnering Contract (as such paragraph is applied by paragraph 23.8 above); and
 - (b) paragraph 5.3.5 of Schedule 6 (*Financial and Performance Regime*) of any Associated Partnering Contract (as such paragraph is applied by paragraph 23.9 above).

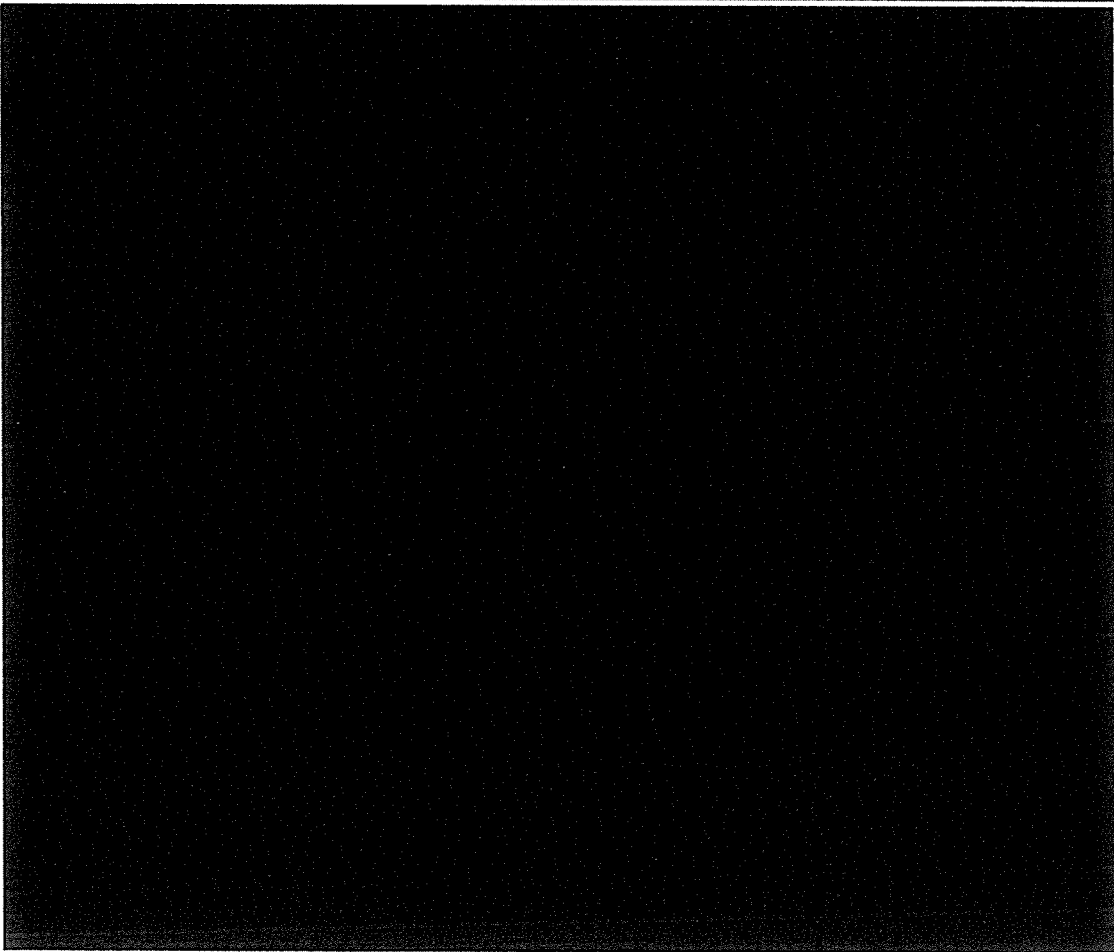


23.11

23.12

7(2)(b)(ii)

23.13





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23.14

23.15

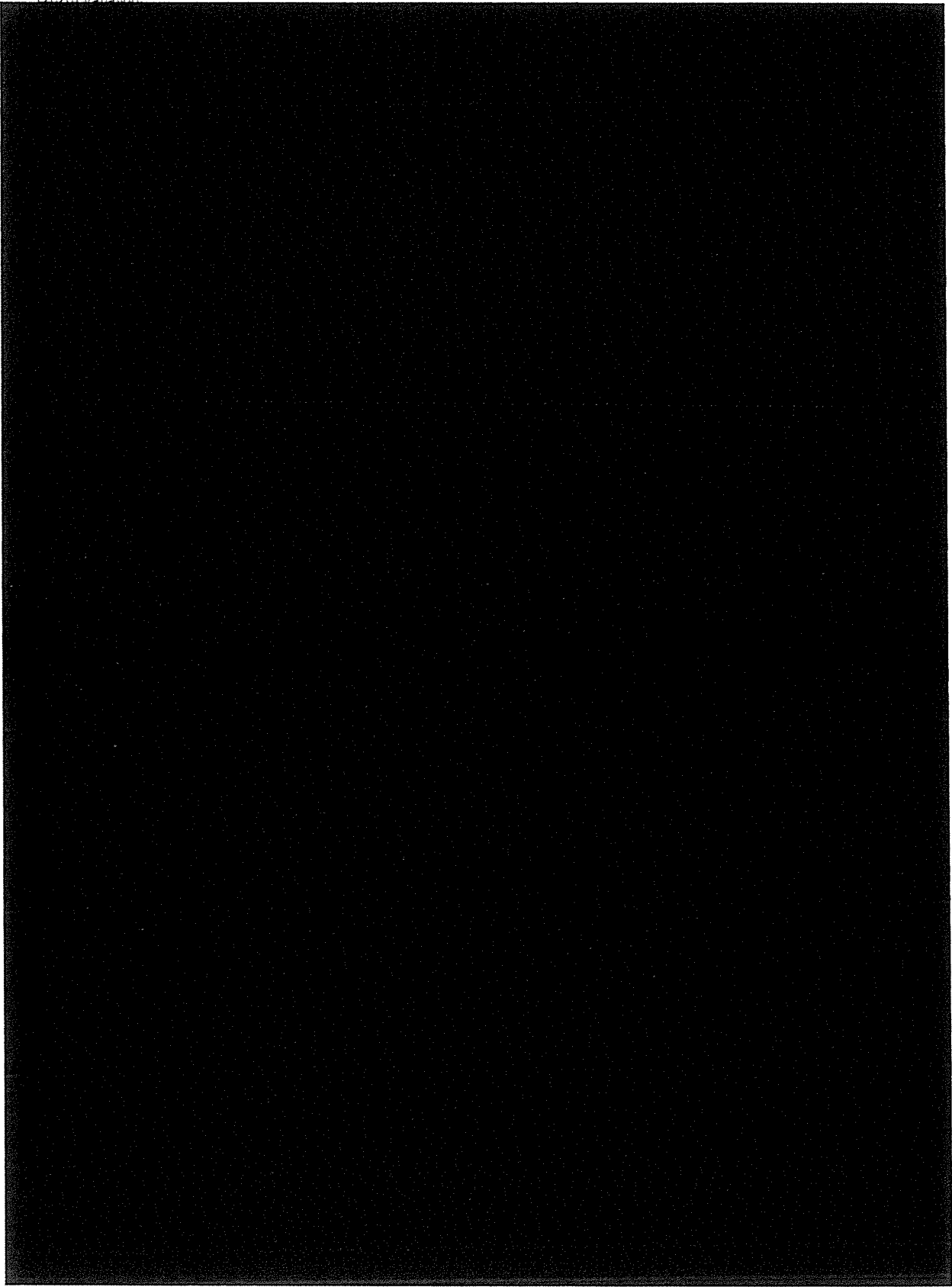
7(2)(b)(ii)

23.15

23.16

23.17

7(2)(b)(ii)

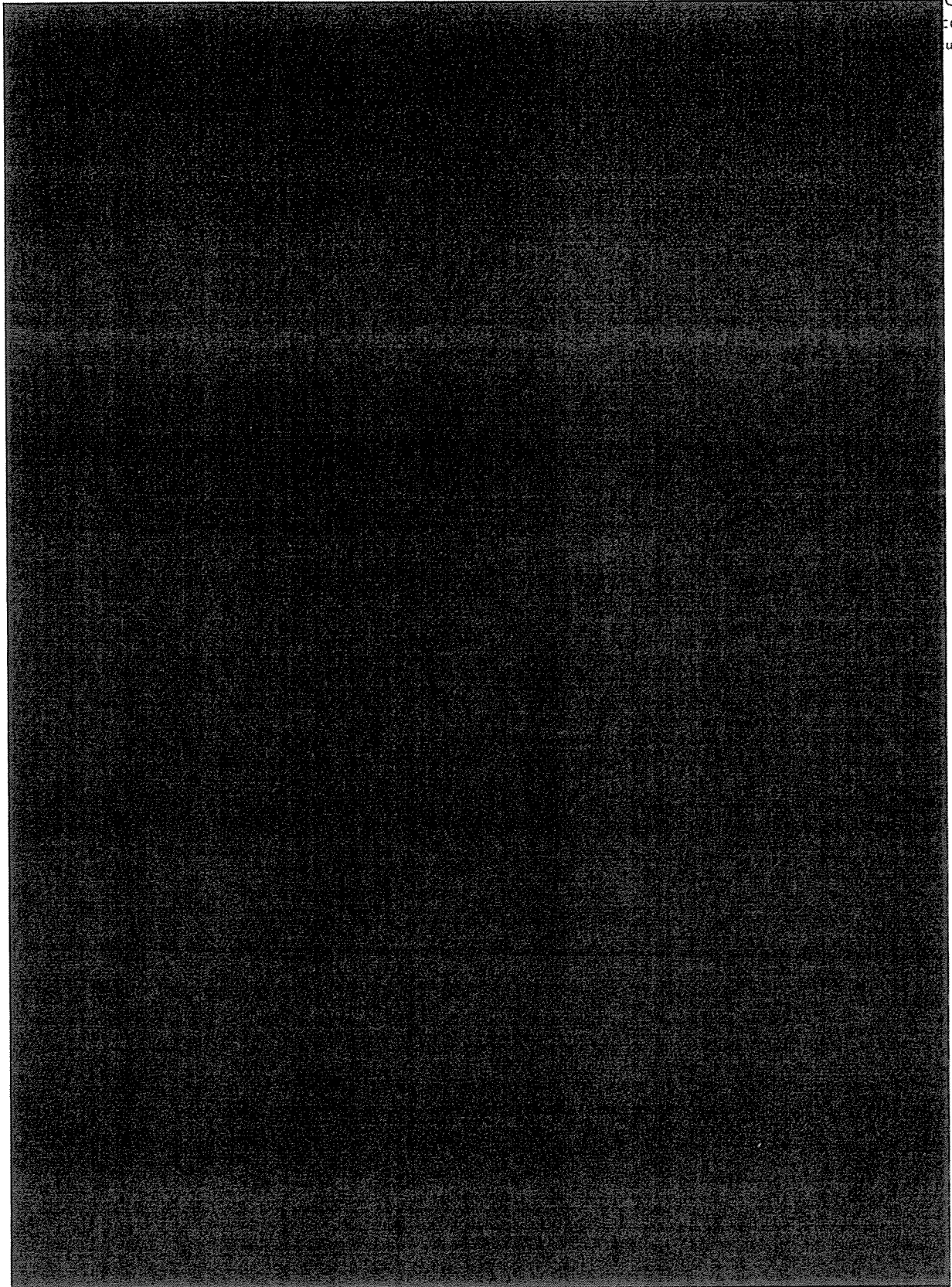


7(2)(b)(ii)



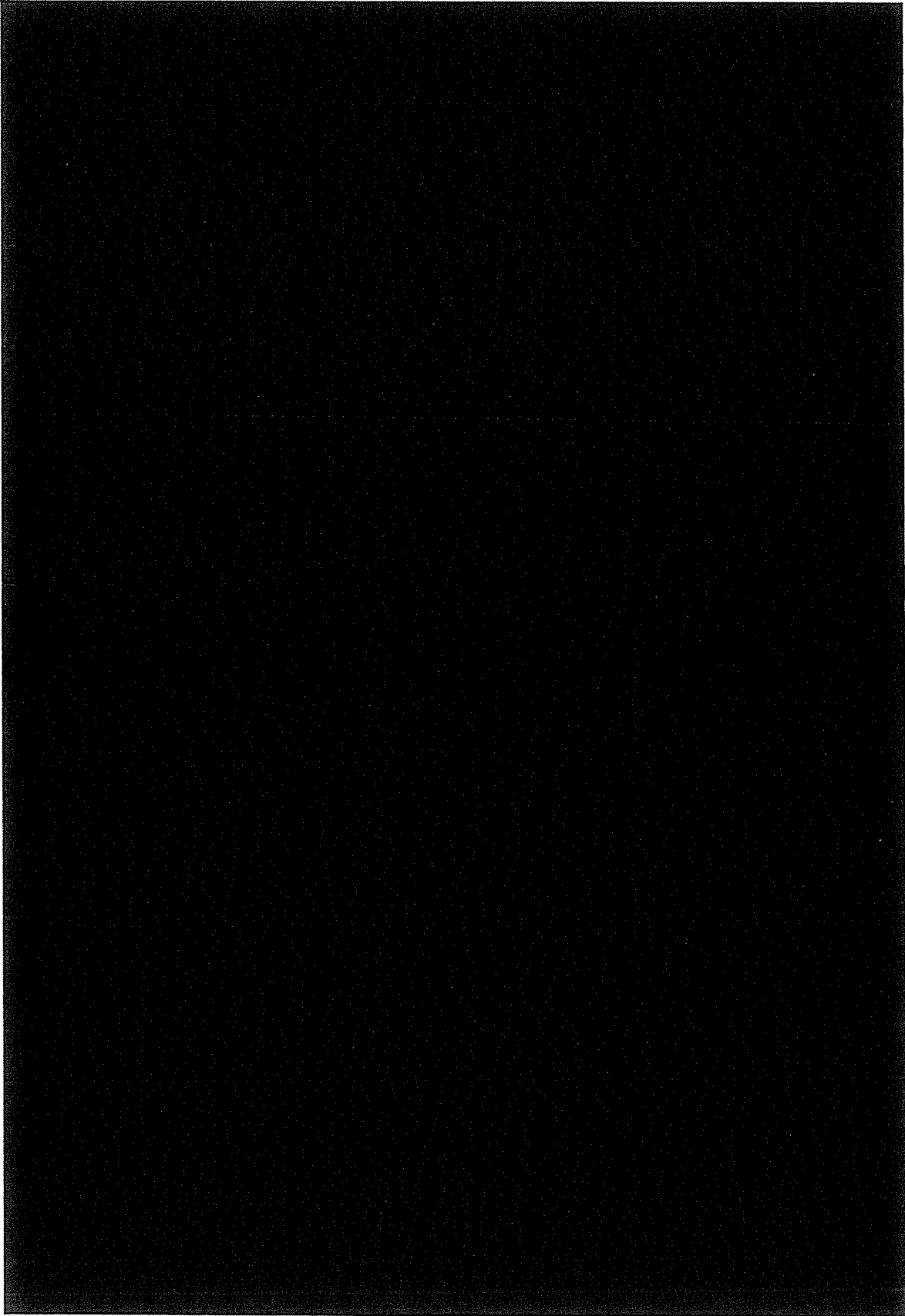
Attachment A Revised Appendices 6 to 13 to Schedule 2 (Agreement Details) updated by Unit 2 Electric Large Vehicles

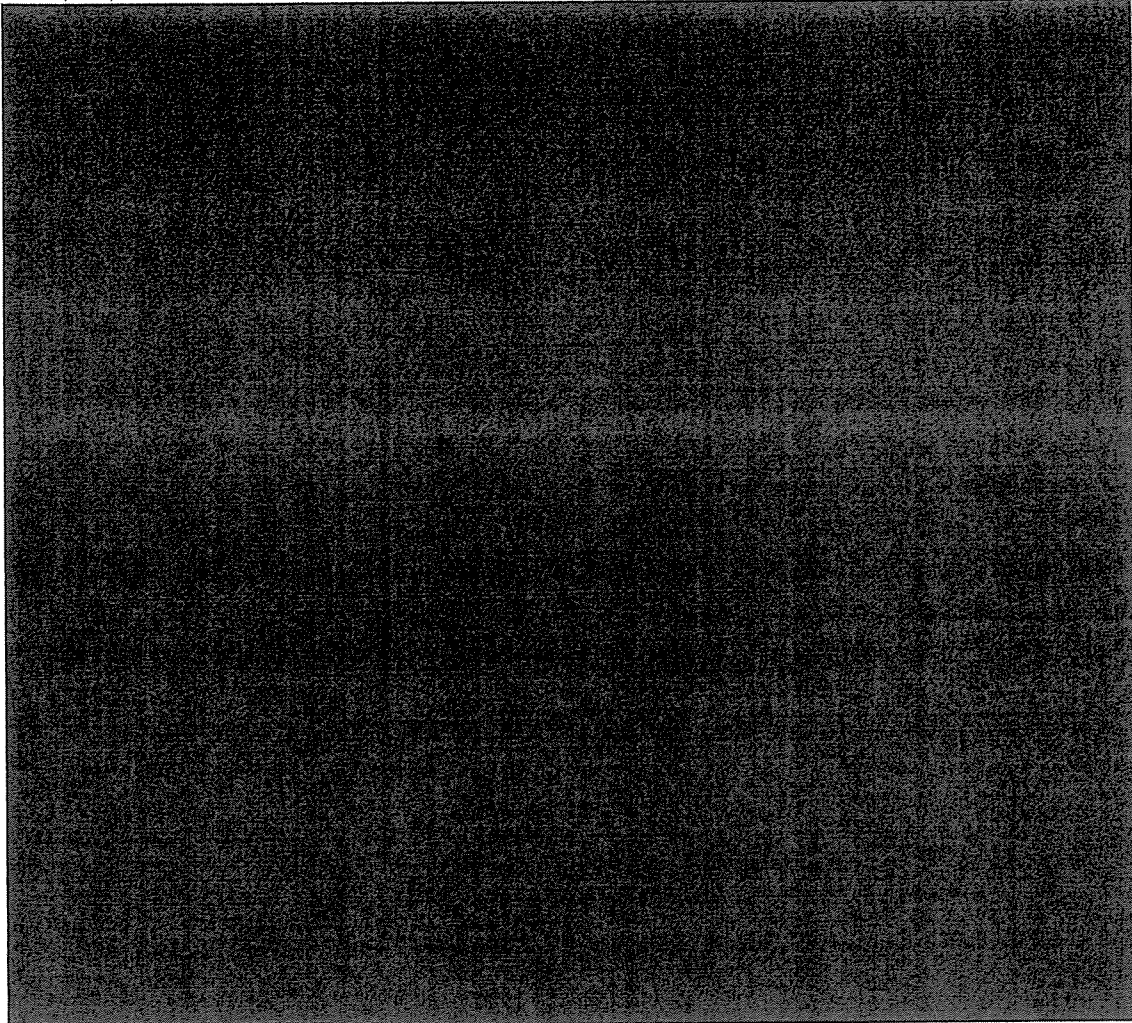
WELLINGTON
COUNCIL
Te Whiriwhiri
ua Taiao



7(2)(b)(ii)

Attachment A - Revised Appendices 6 to 13 to Schedule 2 (Agreement Details) – updated by Unit 2 Electric Large Vehicles





Charging Infrastructure (2020) – Miscellaneous issues

- 23.28 The Operator shall ensure that at all times during the Charging Infrastructure Component Payment Period, it is the full legal and beneficial owner of all of the Charging Infrastructure (2020) (including all of the Transferable Components).
- 23.29 Except as contemplated by paragraphs 23.24 or 23.25, the Operator shall not Dispose directly or indirectly of any of the Charging Infrastructure (2020) or any right, title or interest in or to any of the Charging Infrastructure (2020) without the prior written consent of GWRC (such consent not to be unreasonably withheld to the extent that the relevant Charging Infrastructure (2020) has been replaced with new Charging Infrastructure (2020)).
- 23.30 The Operator shall not create or allow to exist any Security Interest (other than a Permitted Security Interest) over any of the Charging Infrastructure (2020) where such Security Interest will or is likely to adversely affect the transfer to GWRC or its nominee (as applicable) of the Transferable Components pursuant to paragraph 23.24.

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- 23.31 Clauses 55.23 to 55.26 (*Further assurance and power of attorney*) and clauses 55.31 and 55.32 (*Equitable relief*) of this Partnering Contract shall apply to the transfer of the Transferable Components pursuant to paragraph 23.24 and to any breach by the Operator of its obligations under paragraph 23.24, with such amendments to those clauses as are necessary to give effect thereto.
- 23.32 If, following the termination or expiry of this Partnering Contract, the Operator or any Related Company of the Operator uses the Charging Infrastructure (2020) in connection with the provision of passenger services on the Wellington Public Transport Network or elsewhere, the Operator acknowledges and agrees that, except as expressly provided for in this Partnering Contract:
- 23.32.1 neither it nor any of its Related Companies shall be entitled to any payment from GWRC in connection with the acquisition, installation or provision by the Operator or any of its Related Companies of the Charging Infrastructure (2020); and
- 23.32.2 the Operator shall not (and shall procure that its Related Companies shall not) include any sum within any amount payable by GWRC under any contract (excluding this Partnering Contract) to the extent that such sum relates to the acquisition, installation or provision by the Operator or any of its Related Companies of the Charging Infrastructure (2020).
- 23.33 The Parties agree that clause 58.2 (*Survival of obligations*) of this Partnering Contract shall apply to the following provisions of this Appendix 10 as if they were expressly listed in clause 58.2: paragraphs 23.17, 23.21, 23.22, 23.24, 23.25, 23.29, 23.31, 23.32 and this paragraph 23.33.

Operator Acknowledgements

- 23.34 The Operator acknowledges and agrees that:
- 23.34.1 the adjustment to the Base Service Fee in accordance with paragraph 23.3 and, where applicable, the adjustment to the Base Service Fee (as defined in any relevant Associated Partnering Contract) pursuant to paragraph 23.4;

7(2)(b)(ii)



- 23.34.3 the payment by GWRC of any amount payable pursuant to paragraph 23.24.3 (if applicable),

shall be the Operator's sole right, remedy and entitlement in connection with:

- 23.34.4 the acquisition by the Operator of the ELVs (2020) (including their design, manufacture, delivery, testing, commissioning and acceptance);
- 23.34.5 the operation and Maintenance by the Operator of the ELVs (2020);



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- 23.34.6 the changes to the Bus Unit Timetable and any Associated Bus Unit Timetable referred to in paragraph 23.1 (including the provision by the Operator of Scheduled Services in accordance with the revised Bus Unit Timetable and the provision by the Operator of Scheduled Services (as defined in any relevant Associated Partnering Contract) in accordance with any revised Associated Bus Unit Timetable);
 - 23.34.7 the acquisition and installation by the Operator of the Charging Infrastructure (2020) and the performance by the Operator of its obligations under paragraphs 23.24.1 and 23.24.2;
 - 23.34.8 the execution by the Operator of the ELV (2020) Deed of Variation and the performance by the Operator of its obligations thereunder; and
 - 23.34.9 any change to this Partnering Contract or any Associated Partnering Contract arising pursuant to the ELV (2020) Deed of Variation (including any change to the Operator's rights and obligations under this Partnering Contract or any Associated Partnering Contract and the compliance by the Operator with any such change).
- 23.35 The Operator acknowledges and agrees that none of the matters referred to in paragraphs 23.34.4 to 23.34.9 shall constitute a Contract Variation or otherwise entitle the Operator to an additional payment, compensation or relief from its obligations under this Partnering Contract, any Associated Partnering Contract or any other Transaction Document.

Indexation

- 23.36 The parties acknowledge that, as at the date of the ELV (2020) Deed of Variation, the Transport Agency is in the process of reviewing the Transport Agency Index to determine if it remains appropriate and properly accounts for the impact of changes in costs of electricity.
- 23.37 If, following this review, the Transport Agency amends or replaces that index, such amended or replacement index will, subject to paragraph 23.38, automatically become the Transport Agency Index for the purposes of this Partnering Contract by virtue of the definition thereof contained in Schedule 1.
- 23.38 Where this Partnering Contract provides for an amount to be Indexed, then to the extent that such amount comprises operating costs in respect of the ELVs, the parties may agree in writing (each acting reasonably and in good faith) that an alternative indexation mechanism from the Transport Agency Index shall be used to Index such amount.
- 23.39 The parties shall work together to determine and agree the most cost effective approach to electricity procurement and shall implement the agreed approach.

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Form of financial forecast template

23.40 The form of the financial forecast template contained at Appendix 3 to Schedule 5 (*Planning, Reporting and Meetings*) shall be amended to include provision for ELVs (2020) and the applicable Rate_{km} for ELVs (2020) (as set out in Appendix 7 (*Special Event Services Rates*) of Schedule 2).

24 Revision of Vehicle Quality Standards

24.1 The Parties acknowledge and agree that the definition of "Vehicle Quality Standards" or "VQS" contained in Schedule 1 of this Partnering Contract shall not apply and the definition set out below shall apply instead.

Vehicle Quality Standards or VQS	means: (a) in respect of any Vehicle which is a New Vehicle (2020), the VQS (Revised 2020); and (b) in respect of any Vehicle which has a Manufacture Date on or before 30 January 2020, the VQS (Original).
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24.2 References in this Partnering Contract to Schedule 4 of this Partnering Contract (excluding any such reference contained in this paragraph 24) shall be construed as references to:

24.2.1 in respect of any New Vehicle (2020), the VQS (Revised 2020); and

24.2.2 in respect of any Vehicle which has a Manufacture Date on or before 30 January 2020, Schedule 4 of this Partnering Contract.

24.3 References to "Vehicle" or "Vehicles" in the VQS (Revised 2020) shall be construed as references to New Vehicles (2020) only.

24.4 References to "Vehicle" or "Vehicles" in the VQS (Original) shall be construed as references to all Vehicles having a Manufacture Date on or before 30 January 2020.

24.5 In the event that:

24.5.1 GWRC extends the Term of this Partnering Contract beyond the Initial Expiry Date; or

24.5.2 on termination or expiry of the Term, GWRC tenders for the provision of all or any part of the Passenger Services provided pursuant to this Partnering Contract (or passenger services that are similar to the Passenger Services provided pursuant to this Partnering Contract),

then, subject in each case to the Transport Agency's approval thereto:

24.5.3 provided that an ELV (2020) complies with the requirements of the VQS (Revised 2020) and all applicable Law, that ELV (2020) will continue to continue to qualify for use in the provision of passenger services on the

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Wellington Region Bus Network until the date falling 16 years after the Manufacture Date of that ELV (2020); and

- 24.5.4 until the date falling 16 years after the Manufacture Date of the ELV (2020) that has the latest Manufacture Date, any amendments to the VQS (Revised 2020) that would materially adversely affect the continued use of any ELV (2020) in the provision of passenger services on the Wellington Regional Bus Network will not be made without the Operator's prior written approval.

25 No liability or deemed approval

25.1 The Operator acknowledges and agrees that:

- 25.1.1 any participation or non-participation by GWRC and its representatives in the development of the Refurbishment Plan, the Revised Vehicle Acquisition Plan, the Charging Plan, the ELV (2020) Design Documentation or any other plan, process, manual, strategy, design, drawing or document pursuant to this Appendix 10;
- 25.1.2 any participation or non-participation by GWRC and its representatives in, or their attendance or non-attendance at, any inspection, test, visit, meeting or discussion contemplated by this Appendix 10; and
- 25.1.3 the issue of any Refurbishment Completion Notice or Non-Completion Notice,

including any opinions, comments, endorsements or approvals (or similar) given by GWRC or its representatives in connection therewith and any failure by GWRC and its representatives to give such opinions, comments, endorsements or approvals (or similar), shall not:

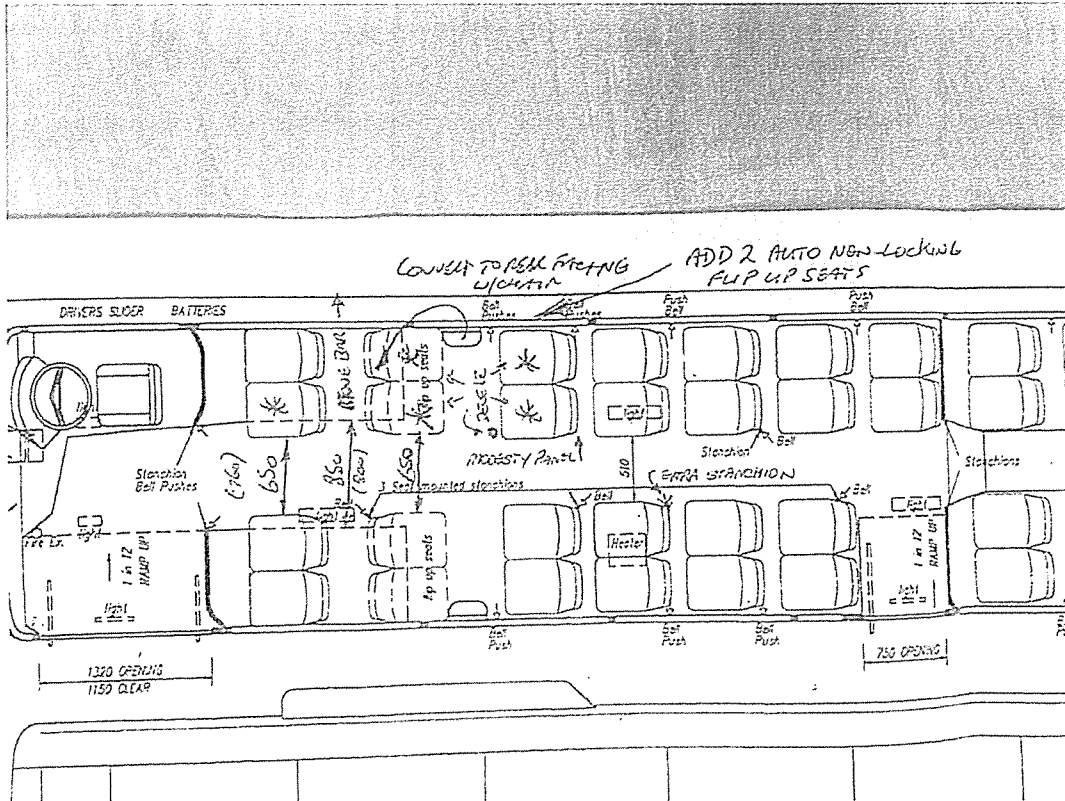
- 25.1.4 give rise to any liability on the part of GWRC or any GW Associate (and GWRC shall not owe any duty of care or other obligation to the Operator to identify any defects, errors, omissions or non-compliances with the Transaction Documents or any Associated Partnering Contract);
- 25.1.5 give rise to an entitlement for the Operator to make any Claim arising in connection therewith;
- 25.1.6 relieve the Operator from any of its obligations under this Partnering Contract, any Associated Partnering Contract, any other Transaction Document or otherwise according to Law or limit or affect the Operator's liabilities under or in connection with this Partnering Contract, any Associated Partnering Contract, any other Transaction Document or otherwise according to Law;
- 25.1.7 prejudice any rights or remedies of GWRC, whether under this Partnering Contract, any Associated Partnering Contract, any other Transaction Document or otherwise according to Law;

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- 25.1.8 constitute the issue by GWRC of any notice pursuant to clause 10.4.4 or constitute any indication that any notice approving the use of any ELV (2020) will be issued pursuant to clause 10.4.4(a); or
- 25.1.9 evidence or constitute confirmation or a representation by GWRC that:
- (a) the Refurbishment Plan, the Revised Vehicle Acquisition Plan, the Charging Plan, the ELV (2020) Design Documentation or any other plan, process, manual, strategy, design, drawing or document are fit for purpose, consistent with the Operator's obligations under the Transaction Documents or otherwise compliant with the requirements of this Partnering Contract or any Associated Partnering Contract;
 - (b) implementation of the Refurbishment Plan, the Revised Vehicle Acquisition Plan, the Charging Plan, the ELV (2020) Design Documentation or any other plan, process, manual, strategy, design, drawing or document will be sufficient to discharge the Operator's relevant obligations under this Partnering Contract, the Associated Partnering Contracts or the other Transaction Documents and will not cause the Operator to be in breach thereof;
 - (c) the Refurbishment Works and all other activities contemplated in the Refurbishment Plan have in fact been completed in respect of a Selected Vehicle;
 - (d) the Charging Infrastructure (2020), the ELVs (2020) or any other Vehicle are or will be fit for purpose or comply with the requirements of this Partnering Contract or the Associated Partnering Contracts; or
 - (e) any part of the Services has or will be provided in accordance with the Transaction Documents.



Attachment A to Appendix 10: MAN Vehicles picture



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Attachment B to Appendix 10: Interim & Existing Vehicles List

See the excel file on the DSM called "Attachment B to Appendix 10 of Schedule 2:
Interim & Existing Vehicles List"



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Attachment C to Appendix 10: Not used

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Attachment D to Appendix 10: Form of Operator Report

The Operator shall complete and submit the Operator Report (in the form set out below) for each of the Operator and each Guarantor.

Entity Name:	Year/half year ending MMM-YY	Year/half year ending MMM-YY ₁	Year/half year ending MMM-YY ₂
Description			
Total Revenue	\$	\$	\$
EBITDA	\$	\$	\$
EBIT	\$	\$	\$
Total Tangible Assets	\$	\$	\$
Net Assets	\$	\$	\$
Quick Asset Ratio	#	#	#
Debt to Debt + Equity	%	%	%
EBITDA Interest Cover	#	#	#
Loans to entities not included in the relevant entity's consolidated financials	\$	\$	\$
Guarantees, Indemnities and Documentary Credit not included on the consolidated balance sheet of the relevant entity	\$	\$	\$



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Quick Assets is defined as Cash & Equivalents + Accounts Receivable/Current Liabilities

Debt to Debt + Equity is defined as the following ratio expressed as a percentage:

$$\frac{\text{Financial Indebtedness}}{(\text{Financial Indebtedness} + \text{Equity})} \times 100$$

where:

- (a) Equity is defined as the total amount of equity (including subordinated debt owing to shareholders that is non-interest bearing) as disclosed in the most recent financial statements of the relevant entity; and
- (b) Financial Indebtedness is defined as any indebtedness of the relevant entity (whether incurred as principal or surety) in respect of:
 - (i) moneys borrowed and debit balances at any financial institution;
 - (ii) any debenture, bond, note, loan stock or other security;
 - (iii) receivables sold or discounted otherwise than on a non-recourse basis;
 - (iv) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset;
 - (v) any lease, hire purchase or conditional sale agreement (whether in respect of land, machinery, equipment or otherwise) entered into primarily as a method of raising finance or financing the acquisition of the asset leased, hired or bought;
 - (vi) net payment obligations under any currency swap, interest rate swap or interest cap or collar arrangements or any other hedging transaction; or
 - (vii) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money,excluding in each case any amounts falling within the definition of Equity.

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Attachment E to Appendix 10: Not used



Attachment F to Appendix 10: Indicative Tranche 2 ELV (2020) Program

Activity	Date
<p>First Sub-Tranche:</p> <p>16 Tranche 2 ELVs (2020) to:</p> <ul style="list-style-type: none"> (a) have been delivered and made available for inspection by GWRC pursuant to clauses 10.4.2 and 10.4.3 of this Partnering Contract; (b) have received a notice from GWRC under clause 10.4.4(a) of this Partnering Contract, approving the relevant Tranche 2 ELV (2020) for use; and (c) be available and ready for use by the Operator in the provision of passenger services under this Partnering Contract or an Associated Partnering Contract 	<p>On or before 31 January 2022</p>
<p>Second Sub-Tranche:</p> <p>10 Tranche 2 ELVs (2020) to:</p> <ul style="list-style-type: none"> (a) have been delivered and made available for inspection by GWRC pursuant to clauses 10.4.2 and 10.4.3 of this Partnering Contract; (b) have received a notice from GWRC under clause 10.4.4(a) of this Partnering Contract, approving the relevant Tranche 2 ELV (2020) for use; and (c) be available and ready for use by the Operator in the provision of passenger services under this Partnering Contract or an Associated Partnering Contract 	<p>On or before 31 July 2022</p>
<p>Final Sub-Tranche:</p> <p>16 Tranche 2 ELVs (2020) to:</p>	<p>Subject to paragraphs 19.25 to 19.27, on or before 31 January 2023</p>

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(a) have been delivered and made available for inspection by GWRC pursuant to clauses 10.4.2 and 10.4.3 of this Partnering Contract;	
(b) have received a notice from GWRC under clause 10.4.4(a) of this Partnering Contract, approving the relevant Tranche 2 ELV (2020) for use; and	
(c) be available and ready for use by the Operator in the provision of passenger services under this Partnering Contract or an Associated Partnering Contract	

Attachment G to Appendix 10: 2100 / 2200 Mid-Life Update Requirements Check Sheet

Version: 20/3/20

Fleet Numbers:

Ref	Requirement	Items to be addressed
4.10.1	Repair of exterior body & panels. This is more than just routine damage repairs. The result of this action is that the bus bodywork would be in an as new condition.	Exterior inspection (Panel damage, paint quality and decals) to be completed on each vehicle prior to entering Midlife programme.
4.10.2	Refurbishment of the driver area. All the features required by the VQS are already included in this bus. The condition of the driver area is to be as new. Wear and tear is to be addressed. This is to include: <ol style="list-style-type: none"> 1. colour consistency of all surfaces, 2. switches/controls labels to be renewed as required, 3. Wear of steering wheel to be addressed, 4. Non-slip step edges to be replaced. 	<p>Driver's seat to be refurbished or replaced, seat foam and fabric repaired and or replaced.</p> <p>All switch / controls to be operational and clearly labelled and replaced as required. Steering wheel replaced if required.</p> <p>Front parcel tray, driver's dash and electrical box to be the same colour. Cleaned, repair and repaint where required.</p> <p>Any stainless steel or Aluminium surfaces to be cleaned and polished.</p> <p>Step edge yellow slip-resistant infill to be replaced. Aluminium extrusion will be cleaned and refitted.</p>



4.10.3	<p>New flooring. (as per the brand manual)</p> <ol style="list-style-type: none"> 1. Floor material/supplier to be approved by GWRC. 2. Floor material to be the colours and layout as per the brand manual. 3. The wheel chair ramp to be covered in brand compliant floor colour on the surface visible when stowed. 4. Yellow no standing labels. 5. Pram & wheel chair symbols. 6. Non-slip step edges to be renewed including around the wheel chair ramp. 7. T2.30 - Floor material to continue up walls and include rounded corners. 8. T2.32 & T2.33 – all joins to be welded and sealed 	<p>Main flooring - M20 Midnight Priority seating flooring - M20 Civic</p> <p>Wheel chair ramp top surface to be covered in M20 Midnight as per branding manual. Internal ramp surfaces to be 3m black antislip with yellow anti slip edging all 3m pre-approved products.</p> <p>No standing label to be vinyl inserts. Final location to be confirmed with GWRC.</p> <p>Pram & wheelchair symbols to be vinyl inserts sealed around the edge of the symbols. Final location to be confirmed with GWRC.</p> <p>Step edging infill to be replaced. Aluminium extrusion will be cleaned and refitted.</p> <p>As per current installation, edges rolled or butted with all joins rod or chemically welded.</p>
4.10.4	<p>New seat fabrics compliant with the brand manual. Fabrics must be approved by GWRC for colour and technical performance.</p>	<p>All seats to be upholstered. Priority seating area (Green fabric) are to be the nearside wall mounted seats and offside rows 2 and 3. All other passenger seating to be blue fabric.</p>
VQS 3.9b	<p>Seat shells. Seat shell to be brand manual colour compliant.</p>	<p>Seat shells to be painted (Metro seat). Blackbelt bench seat frames to be painted branding manual colour. Fabric backing to be reupholstered with blue fabric. Black rubber handholds are to be left unpainted (black) because a stanchion is fitted to them.</p>

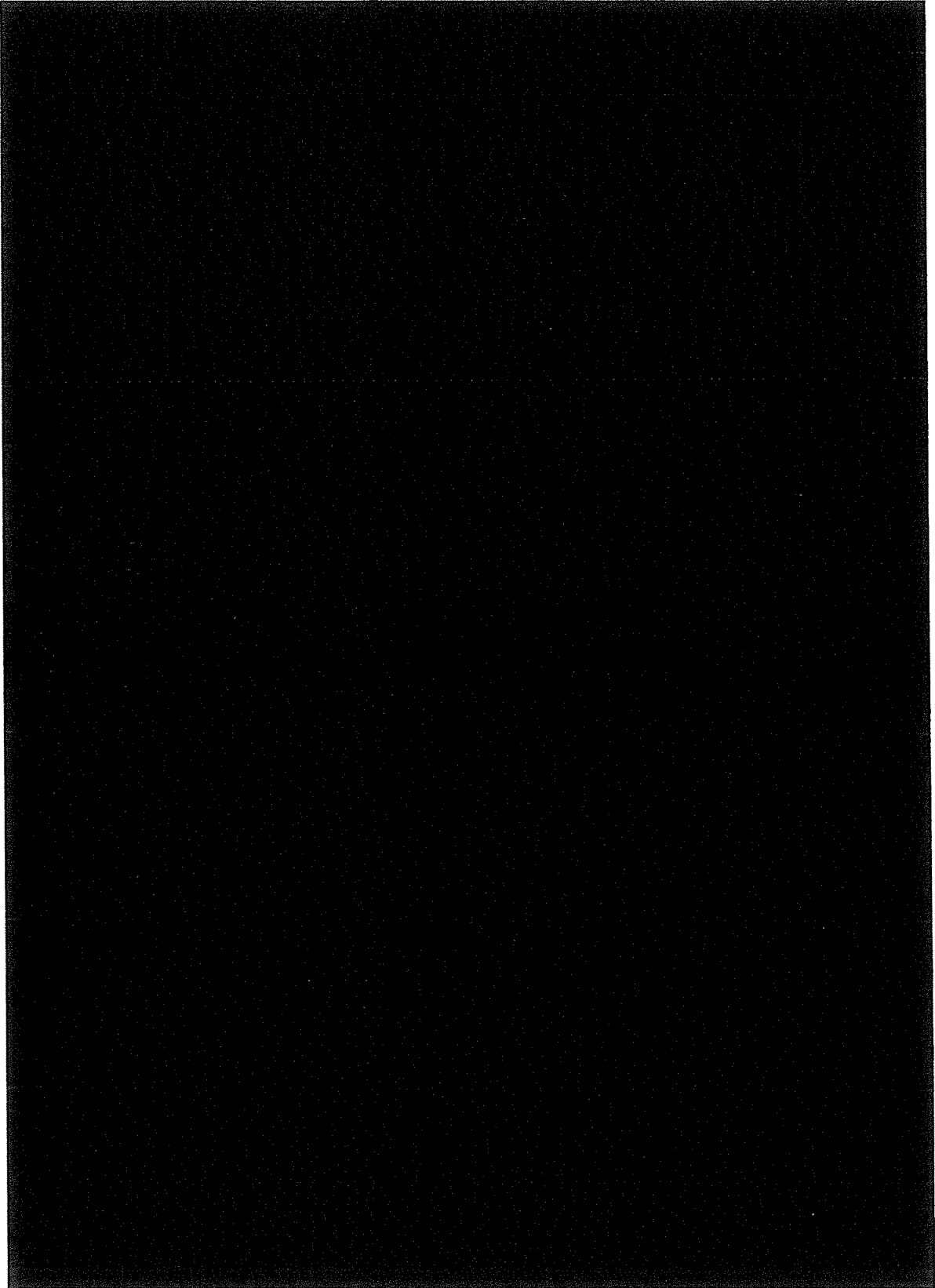
4.10.5	New wall linings & ceiling panels. To be brand manual compliant.	Colour of the window sill, pillar cover, front and rear door control box to be changed to be brand compliant. The air ducting, ceiling, front bulk head colour can remain as is.
4.10.6	New lighting. 1. T2.46 – To be LED lighting 2. T2.47 – To be fitted with a light sensor so that the RUB light levels are provided at all times automatically.	LEDs to be installed if not present. Light sensor to be installed or lighting linked to park lights, no control for driver. Test to confirm RUB light levels. Check that specified lighting levels and configuration don't cause windscreen reflection issues. GWRC accept RUB lighting levels may not be reached.
T2.28	Draught screens. Weather protection for passengers seated next to the doors 1. Rear door needs screen. 2. Review safety needs associated with the opening door and structure behind it.	Consider hand pinch points with design review.
T2.39	Seating. The height from the floor to the top of the front of the seat cushion must be ≥ 450 mm and ≤ 500 mm.	
T2.42	Seating. The rear row of seats must be constructed in a manner which enables easy replacement of cushions and seat shells and for cleaning behind the seats	Existing seat designs (Metro, Blackbelt and rear row Bench seat) are acceptable.
T2.45	Grab handles on seat backs and elsewhere. All forward or rearward-facing seats must have a grab handle accessible by a passenger standing in the aisle. Grab handles over the seat back are permitted. Additional grab handles on the top of wheel arches are also required. As with stanchions and handrails, all grab handles shall be the high visibility	Where a seat requires a yellow handhold the grab handle will be painted yellow.



	contrasting colour as specified in the Metlink Branding Manual.	
T2.54	<p>Bus stopping buttons. Signalling devices shall be, where practicable:</p> <ol style="list-style-type: none"> 1. mounted to the walls between every row of seats, 2. adjacent to and not less than every second row of seats on both sides of the aisle (on stanchions) 	<p>Bell buttons currently installed between each row. All new stanchions to have new bell buttons installed.</p>
T2.59	<p>Wheel chair ramp. The ramp lifting rings or handles must be countersunk/flush with the floor to reduce the interference to passengers on foot or in wheelchairs. The driver’s lifting handle must be the full-hand width style, preferably in the centre of the ramp. High contrast yellow, flat ramp edge markers are required.</p>	<p>Handle to be fitted will be the same as previous used during VQS programme.</p>
T2.14	<p>Window tinting. All glass covering any external destination indicator or display must not be tinted.</p>	<p>The window in front of the side destination display to be clear.</p>

	<p>Priority passengers. The lower saloon to be modified to improve the safety for priority passengers.</p>	<p>2200 –</p> <ol style="list-style-type: none"> 1. Additional stanchions fitted at the nearside at the front door, both sides of the aisle at the luggage spaces 2. Wall mounted handrail with priority bus stopping button to be fitted in the wheel chair area. 3. The wall mounted wheelchair area seats mounted as follows – seat just behind the backboard, space, seat, modesty panel with stanchion and seat. 4. Horizontal handrail fitted in the standing area opposite the rear door from the wall to the aisle. <p>2100 –</p> <ol style="list-style-type: none"> 1. A rear facing wheel chair position to be created on the nearside. 2. Additional stanchions fitted at the nearside at the front door, both sides of the aisle at the luggage spaces 3. Wall mounted handrail with priority bus stopping button to be fitted in the wheel chair area. 4. The wall mounted wheelchair area seats mounted as follows – seat just behind the backboard, space, seat, modesty panel with stanchion and seat.
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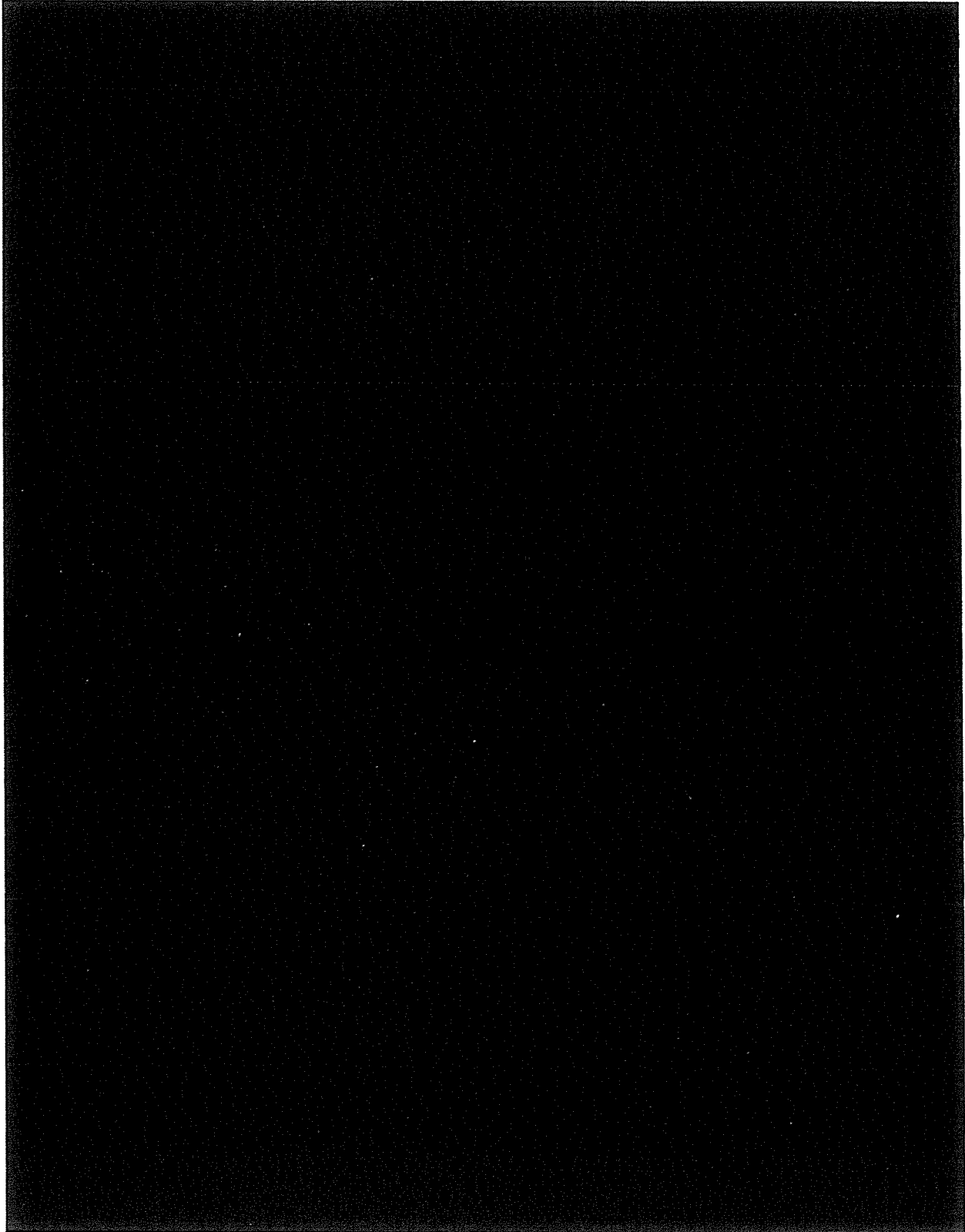


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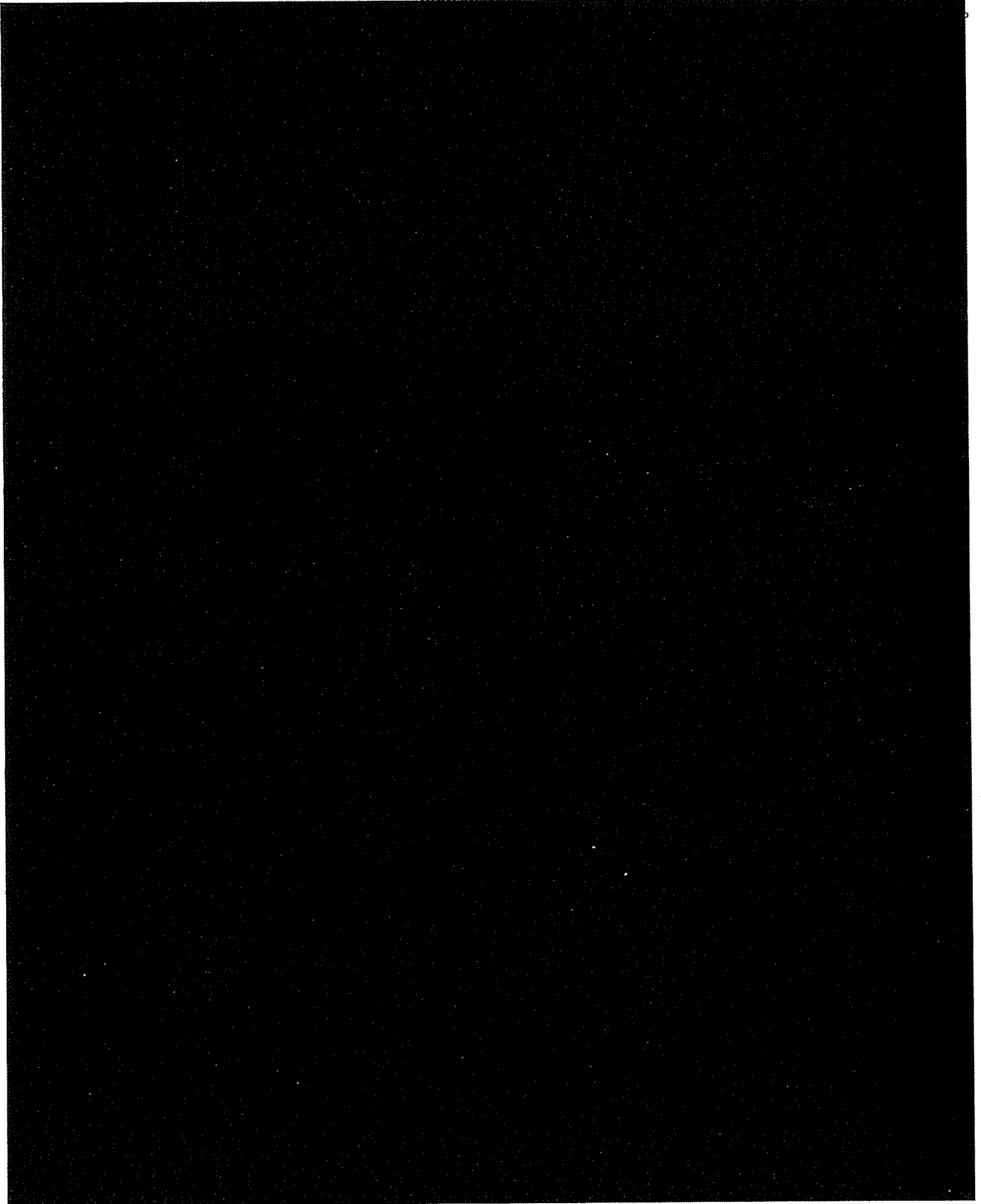


Attachment A Revised Appendices 6 to 13 to Schedule 2 (Agreement Details) – updated by Unit 2 Electric Large Vehicles
(2020) Variation

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Appendix 11: Transferring Vehicles

Manufacturer	Vehicle Size Classification	Unique identifier	First made available for the provision of Services (date)	Age when first made available for the provision of Services (months)	Capital cost (which amounts shall not be Indexed)
ADL	Double Decker - diesel	[TBA]	Concession Period End Date in respect of the Double Deckers	0	7(2)(b)(ii)
ADL	Double Decker - diesel	[TBA]	Concession Period End Date in respect of the Double Deckers	0	
ADL	Double Decker - diesel	[TBA]	Concession Period End Date in respect of the Double Deckers	0	



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Appendix 12: Scheduled Services excluded from Punctuality KPI and/or Reliability KPI

Not used.

Appendix 13: Emission Profile

7(2)(b)(ii)

Engine type	Bus size	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31
Euro III	Small Vehicle													
	Medium Vehicle													
	Large Vehicle													
	Double Decker (2 axle)													
Euro IV	Double Decker (3 axle)													
	Small Vehicle													
	Medium Vehicle													
	Large Vehicle													
Euro V	Double Decker (2 axle)													
	Double Decker (3 axle)													
	Small Vehicle													
	Medium Vehicle													
Euro VI	Large Vehicle													
	Double Decker (2 axle)													
	Double Decker (3 axle)													
	Small Vehicle													



Schedule 2 (Agreement Details) updated by Unit 2 Electric Large Vehicles (2020) Variation
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7(2)(b)(ii)

