

Dated 9 JUNE 2020

Bus Partnering Contracts

Units 1, 4, 7, 9, 10, 11, 13 and 15

Deed of Variation: Electric Large Vehicle Double Deckers (2020)

Wellington Regional Council (GWRC)

and

Tranzit Group Limited (Operator)

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Deed of Variation

Parties

- (1) Wellington Regional Council, a public statutory body constituted under the Local Government Act 2002 (**GWRC**); and
- (2) Transit Group Limited (company number 5086) of 316 Queen Street, Masterton, Masterton, 5810 New Zealand (**Operator**).

Background

- A. On 16 June 2017, GWRC and the Operator entered into the Transit Partnering Contracts.
- B. The Operator has agreed to provide 31 new electric double decker vehicles to be used by the Operator for the purposes of providing passenger services under the ELVDD (2020) Partnering Contracts and / or any Associated Partnering Contract.
- C. As a consequence of the above agreement, subject to the occurrence of the Effective Date, each Transit 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 Transit Partnering Contracts.

2. Coming into effect of provisions

- 2.1 The provisions of this Deed (excluding clause 3 (*Amendments to the Transit Partnering Contracts*), Schedules 2 to 9 and Attachments A to C of this Deed) shall come into effect on the date of this Deed.
- 2.2 Clause 3 (*Amendments to the Transit Partnering Contracts*), Schedules 2 to 9 and Attachments A to C of this Deed shall be conditional upon the occurrence of the Effective Date and shall only come into effect if the Effective Date has occurred.

3. Amendments to the Transit Partnering Contracts

3.1 The Parties agree that, with effect from the Effective Date:

- 3.1.1 the Unit 1 Partnering Contract will be amended as set out at Schedule 2 (*Amendments to the Unit 1 Partnering Contract*) of this Deed;

- 3.1.2 the Unit 4 Partnering Contract will be amended as set out at Schedule 3 (*Amendments to the Unit 4 Partnering Contract*) of this Deed;
- 3.1.3 the Unit 7 Partnering Contract will be amended as set out at Schedule 4 (*Amendments to the Unit 7 Partnering Contract*) of this Deed;
- 3.1.4 the Unit 9 Partnering Contract will be amended as set out at Schedule 5 (*Amendments to the Unit 9 Partnering Contract*) of this Deed;
- 3.1.5 the Unit 10 Partnering Contract will be amended as set out at Schedule 6 (*Amendments to the Unit 10 Partnering Contract*) of this Deed;
- 3.1.6 the Unit 11 Partnering Contract will be amended as set out at Schedule 7 (*Amendments to the Unit 11 Partnering Contract*) of this Deed;
- 3.1.7 the Unit 13 Partnering Contract will be amended as set out at Schedule 8 (*Amendments to the Unit 13 Partnering Contract*) of this Deed; and
- 3.1.8 the Unit 15 Partnering Contract will be amended as set out at Schedule 9 (*Amendments to the Unit 15 Partnering Contract*) of this Deed.

4. **Deed to comprise a Transaction Document**

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

5. **Miscellaneous**

No payment

- 5.1 The Operator acknowledges and agrees that, notwithstanding anything to the contrary contained in any Tranzit 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 Schedules 2 to 9 of this Deed.

Confidentiality

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

Notices

- 5.3 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 Transit Partnering Contracts.

Entire Agreement and amendments

- 5.4 This Deed, the Transit Partnering Contracts 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.
- 5.5 This Deed may only be amended by way of a written agreement duly executed by each of the Parties.

No reliance

- 5.6 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:
- 5.6.1 did not rely on any representation, warranty, guarantee, assurance, undertaking or other statement made by or on behalf of GWRC; and
 - 5.6.2 has made its own assessment of the rights provided to it and the obligations imposed on it by this Deed.

No waiver

- 5.7 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.
- 5.8 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

- 5.9 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

- 5.10 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

- 5.11 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

5.12 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

5.13 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

5.14 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 Transit Partnering Contracts as if it were a Dispute under the Transit Partnering Contracts.

Governing law

5.15 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 5.14 and the Dispute Resolution Procedure, the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.

GWRC action

5.16 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:

5.16.1 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

5.16.2 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

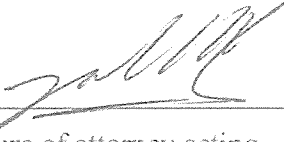
5.17 Except to the extent any term of this Deed expressly states otherwise, a person who is not a Party to this Deed shall have no right under the Contract and Commercial Law Act 2017 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available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

Counterparts

5.18 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

Gregory Campbell

Name of attorney

Chief Executive Officer

Title of attorney

Witnessed by



Signature of witness

Daran Ponter

Name of witness

Chair, GWRC.

Occupation of witness

Wellington.

Address of witness

CERTIFICATE OF NON REVOCATION OF POWER OF ATTORNEY

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

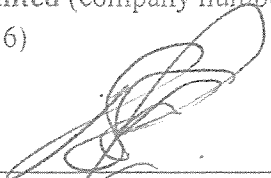
SIGNED at Wellington this 9th day of June 2020



Gregory Campbell

Chief Executive Officer
Wellington Regional Council

Executed by **Tranzit Group Limited** (company number 5086)



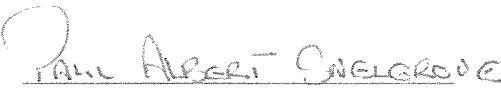
Signature of director



Signature of director



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 later of: (a) the date of this Deed; and (b) the date on which GWRC confirms to the Operator in writing that it has received the Transport Agency's approval (on terms reasonably acceptable to GWRC) to GWRC giving effect to the variations to the ELVDD (2020) Partnering Contracts contemplated by this Deed.
ELVDD (2020) Partnering Contracts	means: (a) the Unit 1 Partnering Contract; (b) the Unit 4 Partnering Contract; and (c) the Unit 7 Partnering Contract.
Parties	means the parties to this Deed.
Tranzit Partnering Contracts	means the Partnering Contracts listed in clause 3.1.
Unit 1 Partnering Contract	means the partnering contract in respect of PTOM Unit 1 North South Spine (reference PT0605) made between GWRC and the Operator and dated 16 June 2017.
Unit 4 Partnering Contract	means the partnering contract in respect of PTOM Unit 4 - Khandallah and Aro Valley (reference PT0606) made between GWRC and the Operator and dated 16 June 2017.
Unit 7 Partnering Contract	means the partnering contract in respect of PTOM Unit 7 Brooklyn and Owhiro Bay (reference PT0607) made between GWRC and the Operator and dated 16 June 2017.
Unit 9 Partnering Contract	means the partnering contract in respect of PTOM Unit 9 Lower Hutt (reference PT0608) made between GWRC and the Operator and dated 16 June 2017.
Unit 10 Partnering Contract	means the partnering contract in respect of PTOM Unit 10 Upper Hutt (reference PT0609) made between GWRC and the Operator and dated 16 June 2017.

Unit 11 Partnering Contract	means the partnering contract in respect of PTOM Unit 11 – Wainuiomata (reference PT0610) made between GWRC and the Operator and dated 16 June 2017.
Unit 13 Partnering Contract	means the partnering contract in respect of PTOM Unit 13 – Porirua (reference PT0611) made between GWRC and the Operator and dated 16 June 2017.
Unit 15 Partnering Contract	means the partnering contract in respect of PTOM Unit 15 – Wairarapa (reference PT0613) made between GWRC and the Operator and dated 16 June 2017.

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 Transit Partnering Contracts 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 Transit 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 relevant Transit Partnering Contract or that other agreement or document.

Schedule 2 – Amendments to the Unit 1 Partnering Contract

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

9. Peak Vehicle Requirement

See paragraph 11.15 (*Peak Vehicle Requirement*) of Appendix 10 (*Bus Unit specific obligations and rights*).

2. Paragraph 30.2 of Schedule 2 of the Unit 1 Partnering Contract is replaced with the following:

30.1 The Operator shall, with effect from:

30.2.1 the Commencement Date (or such later date as may be agreed by GWRC (acting reasonably) where delays in obtaining resource consents for on-route charging infrastructure delay the Operator's ability to operate ELVDDs (as defined in Appendix 10) for reasons outside the reasonable control of the Operator), provide and use 10 ELVDDs (as defined in Appendix 10) (and the Transition Plan shall provide for these ELVDDs to be used initially for the provision of Passenger Services during Off Peak Times only until approved by GWRC for use in the provision of Passenger Services during Peak Times and the Operator shall ensure that this restriction is complied with); and

30.2.2 not used.

3. Paragraph 30.3 of Schedule 2 of the Unit 1 Partnering Contract shall be retained without amendment.
4. Except as provided in paragraphs 2 and 3 above, paragraph 30 (*Electric Double Deckers*) of Schedule 2 of the Unit 1 Partnering Contract is deleted.
5. Each reference to "Electric Double Decker" or "Electric Double Deckers" contained in:
 - a. paragraph 1.17 of Schedule 2 of the Unit 1 Partnering Contract; and
 - b. Appendix 15 to Schedule 2 of the Unit 1 Partnering Contract,is replaced with a reference to "ELVDD (2018)" or "ELVDDs (2018)" (as applicable), as such term is defined in Appendix 10 of Schedule 2.
6. Appendices 6 to 10 to Schedule 2 (*Agreement details*) of the Unit 1 Partnering Contract are replaced with the version of those documents set out in Attachment A to this Deed.

Schedule 3 – Amendments to the Unit 4 Partnering Contract

1. Paragraph 9 of Schedule 2 (*Agreement details*) of the Unit 4 Partnering Contract is replaced as follows:

9. **Peak Vehicle Requirement**

- See paragraph 11.12 (*Peak Vehicle Requirement*) of Appendix 10 (*Bus Unit specific obligations and rights*).

2. Appendices 6 to 10 to Schedule 2 (*Agreement details*) of the Unit 4 Partnering Contract are replaced with the version of those documents set out in Attachment B to this Deed.

Schedule 4 – Amendments to the Unit 7 Partnering Contract

1. Paragraph 9 of Schedule 2 (*Agreement details*) of the Unit 7 Partnering Contract is replaced as follows:

9. Peak Vehicle Requirement

See paragraph 11.15 (*Peak Vehicle Requirement*) of Appendix 10 (*Bus Unit specific obligations and rights*).

2. The following provisions of Schedule 2 (*Agreement details*) of the Unit 7 Partnering Contract are deleted:
 - a. paragraph 1.17;
 - b. paragraph 30 (*Electric Double Deckers*); and
 - c. Appendix 15 (*Electric Double Decker Specification*).
3. Appendices 6 to 10 to Schedule 2 (*Agreement details*) of the Unit 7 Partnering Contract are replaced with the version of those documents set out in Attachment C to this Deed.

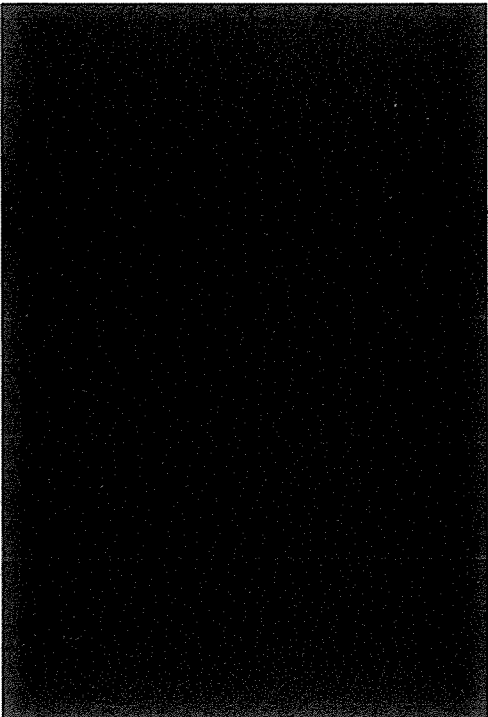
Schedule 5 – Amendments to the Unit 9 Partnering Contract

Appendix 6 to Schedule 2 (*Agreement details*) of the Unit 9 Partnering Contract is replaced with the version of Appendix 6 set out below:

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)

Schedule 6 – Amendments to the Unit 10 Partnering Contract

Appendix 6 to Schedule 2 (*Agreement details*) of the Unit 10 Partnering Contract is replaced with the version of Appendix 6 set out below:

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)

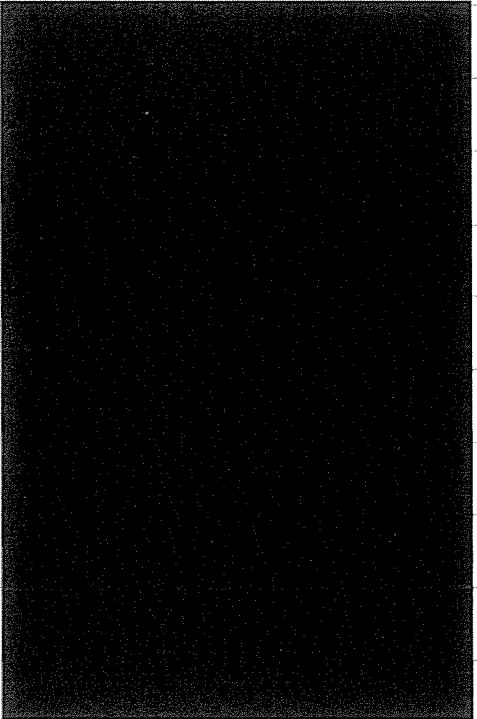
Schedule 7 – Amendments to the Unit 11 Partnering Contract

Appendix 6 to Schedule 2 (*Agreement details*) of the Unit 11 Partnering Contract is replaced with the version of Appendix 6 set out below:

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)


Schedule 8 – Amendments to the Unit 13 Partnering Contract

Appendix 6 to Schedule 2 (*Agreement details*) of the Unit 13 Partnering Contract is replaced with the version of Appendix 6 set out below:

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)

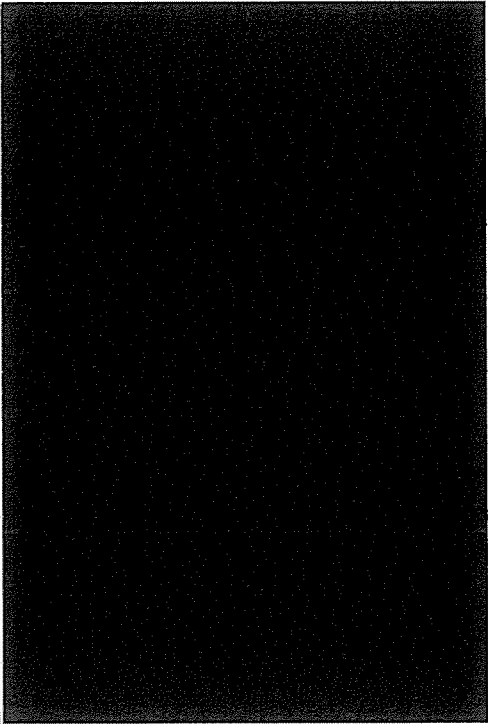
Schedule 9 – Amendments to the Unit 15 Partnering Contract

Appendix 6 to Schedule 2 (*Agreement details*) of the Unit 15 Partnering Contract is replaced with the version of Appendix 6 set out below:

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)

Attachment A – Revised Appendices 6 to 10 to Schedule 2 (*Agreement details*) of the Unit 1 Partnering Contract

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).

In the event that the Commencement Date is before 1 July 2018, the Base Service Fee for the 2018/19 Period will also apply for the 2017/18 Period.

Base Service Fee Table	
Period	Base Service Fee
2018/19	
2019/20	
2020/21	
2021/22	
2022/23	
2023/24	
2024/25	
2025/26	
2026/27	
2027/28	

Section 7(2)(b)(ii)

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*).

[REDACTED]

Metric	Amount (\$)			
<i>Rate_{km}</i>	[REDACTED]			
<i>Rate_{hr}</i>				

Section 7(2)(b)(ii)

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
PVR Variation Rate	
Service Kilometres Rate	
Service Hours Rate	
Margin	

Section 7(2)(b)(ii)

Appendix 9: Insurance Policy

No.	Policy	Reference	Value
1	Material Damage Policy		
2	Public Liability Policy		
3	Motor Vehicle Policy		

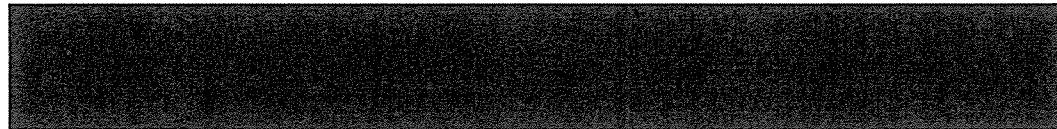
Section 7(2)(b)(ii)

Appendix 10: Bus Unit specific obligations and rights

1

Definitions

1.1 The following definitions apply unless the context requires otherwise:



Non-Transferring Asset	means all Vehicles and Depots which are not Transferring Assets.
Non-Transferring Asset Agreement	any lease, licence or other arrangement under which a Third Party Non-Transferring Asset is made available for use by the Operator or a Related Party (but excluding any lease, licence or other arrangement between the Related Party and the Operator under which the Third Party Non-Transferring Asset is made available by the Related Party for use by the Operator).
Non-Transferring Asset Lessor	means any person other than a Related Party who makes a Third Party Non-Transferring Asset available to the Operator or to a Related Party.
Non-Transferring Asset Lessor Direct Deed	means an agreement substantially in the form set out at Attachment A to this Appendix 10 or in such other form as GWRC (acting reasonably) may agree.
Non-Transferring Asset Specific Breach	means a breach by the Operator of any of those provisions referred to in paragraph 1.30.



Related Party	<p>means:</p> <ul style="list-style-type: none"> (a) any subcontractor of the Operator; (b) any Related Company of the Operator; or (c) any other person that Controls, or is Controlled by, the Operator (directly or indirectly), <p>in each case who makes any Non-Transferring Asset available to the Operator for use in the provision of the Services.</p>
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7(2)(b)(ii)

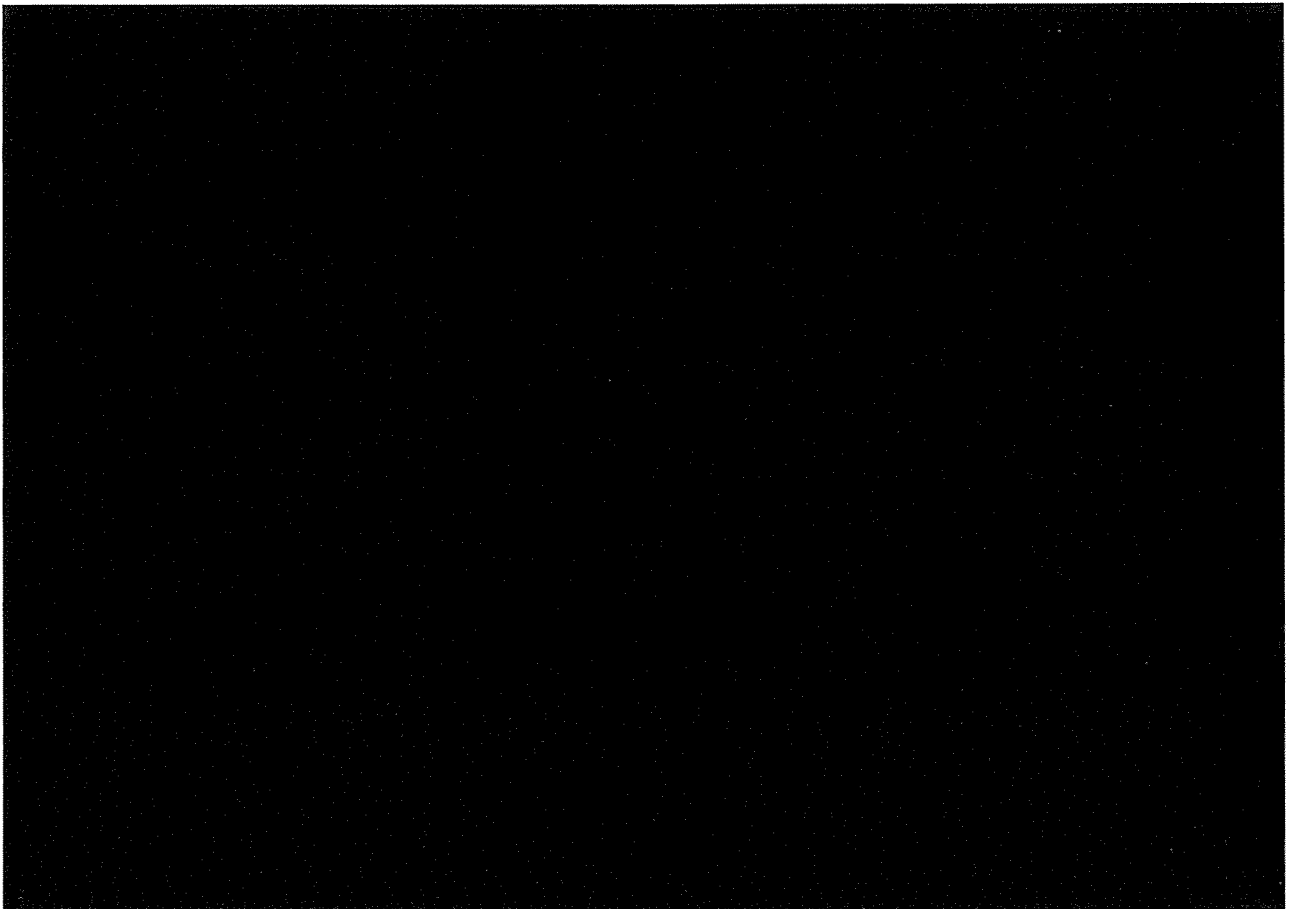
Related Party Direct Deed	means an agreement substantially in the form set out at Attachment B to this Appendix 10 or in such other form as GWRC (acting reasonably) may agree.
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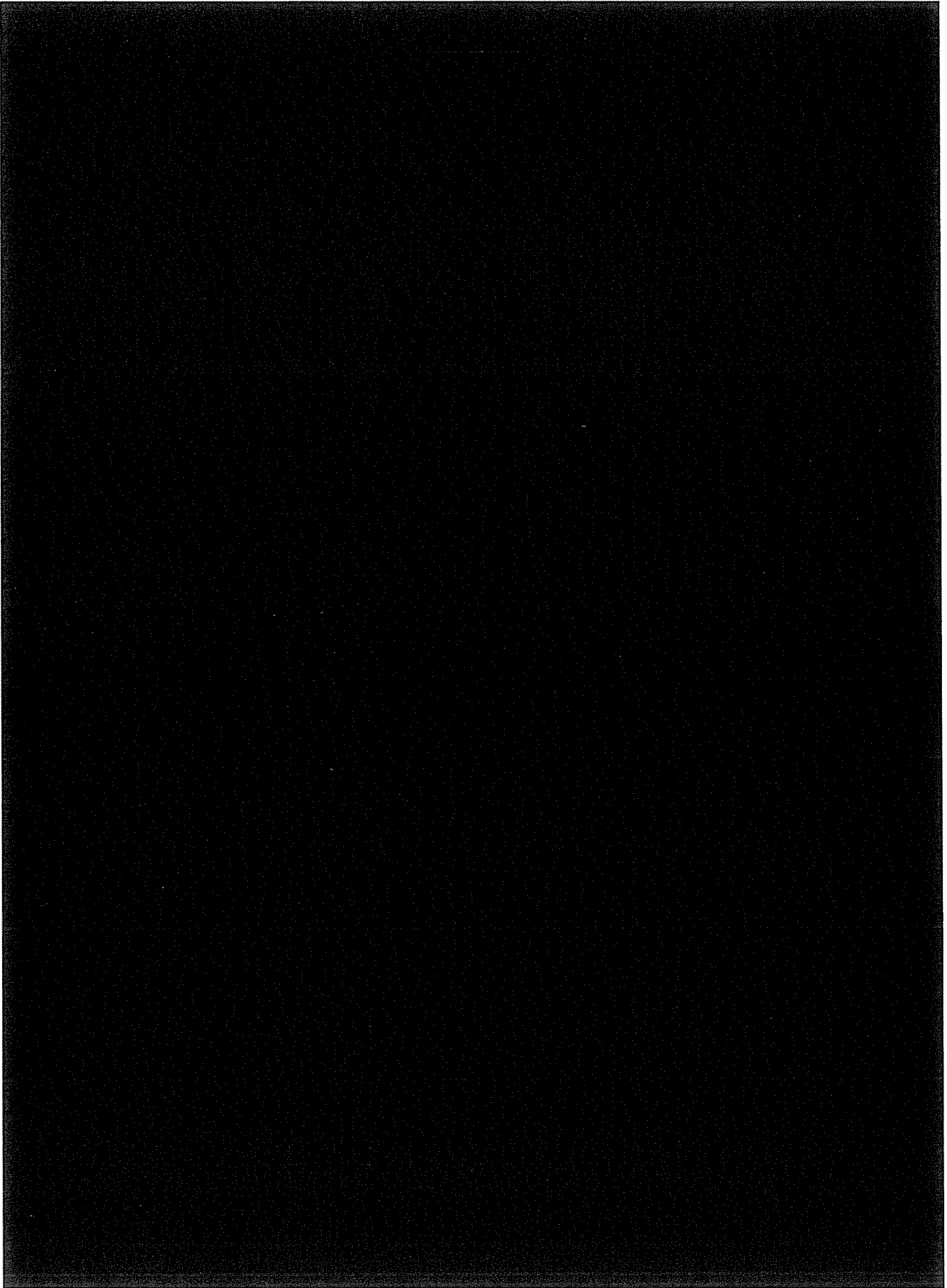
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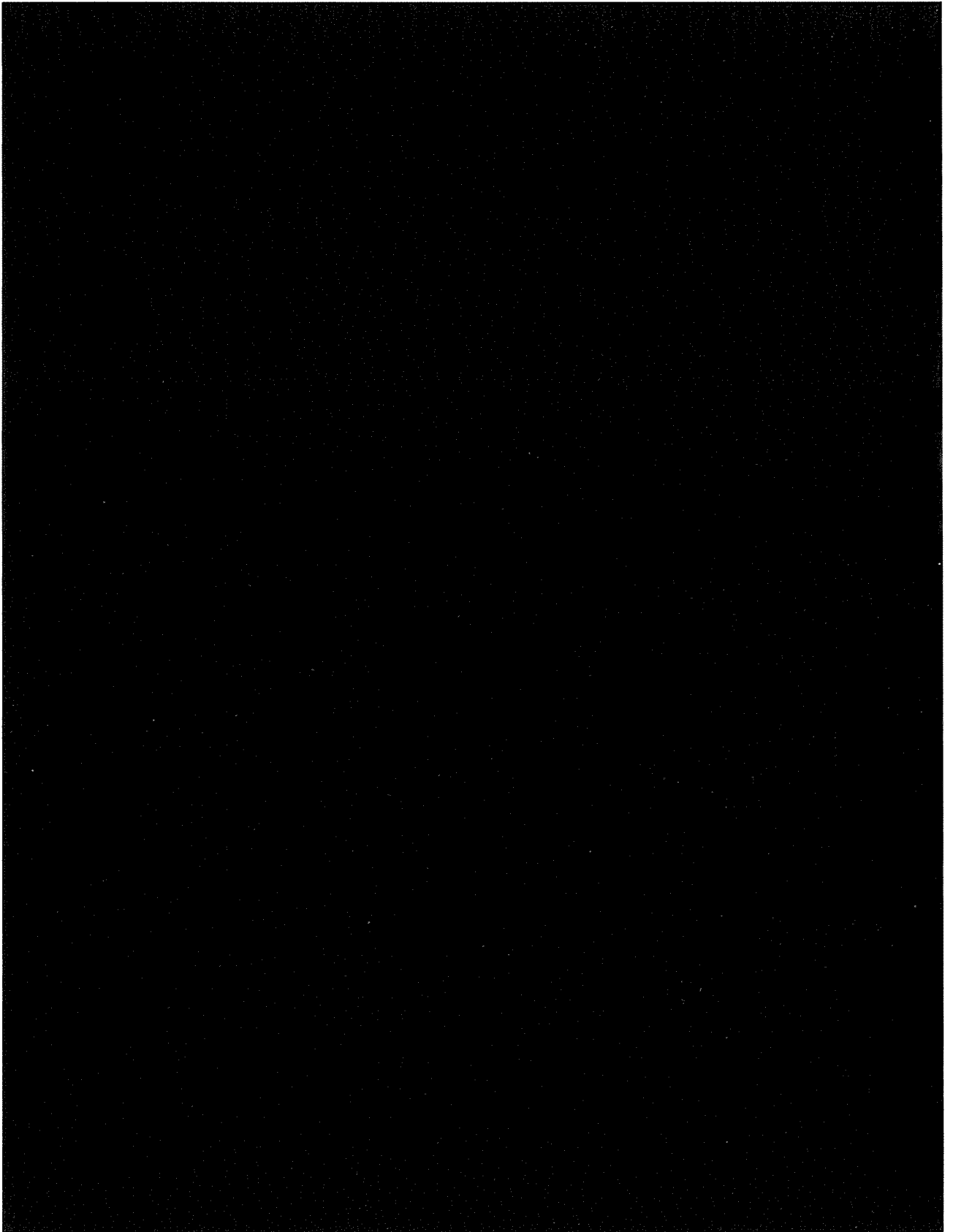


Third Party Non-Transferring Asset	means a Non-Transferring Asset legal title of which is vested in a person other than the Operator or a Related Party.
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7(2)(b)(ii)

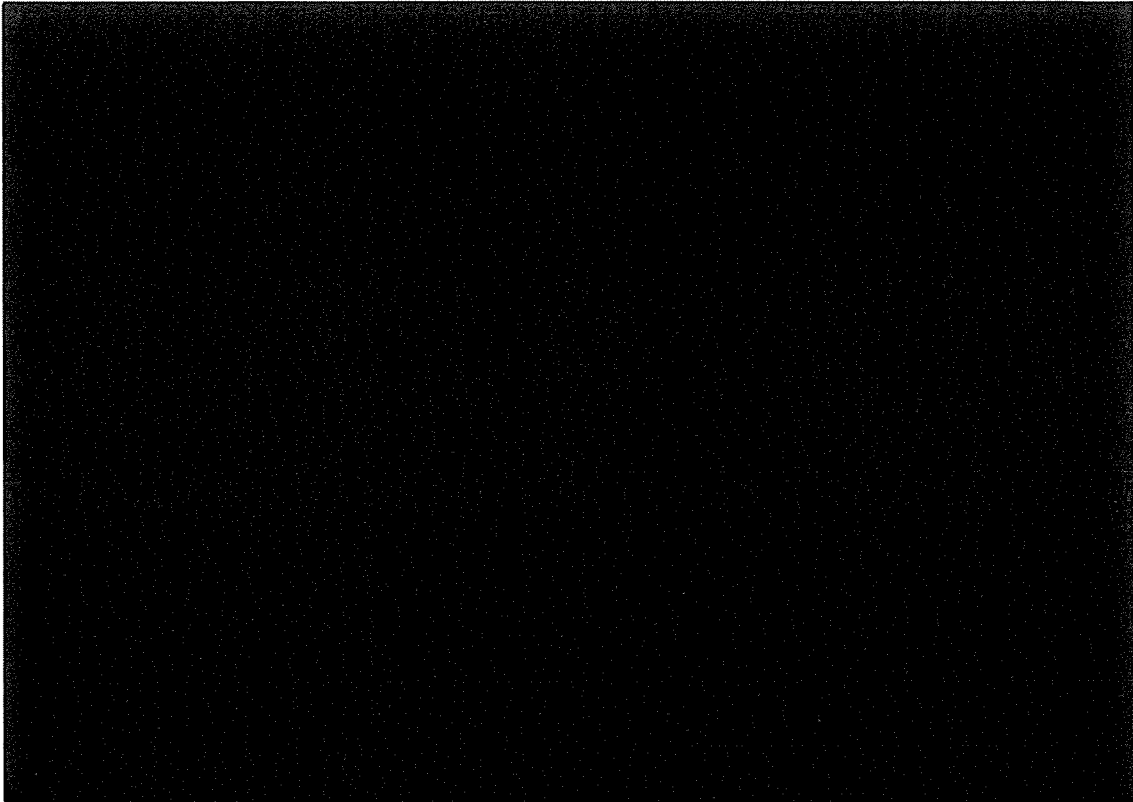






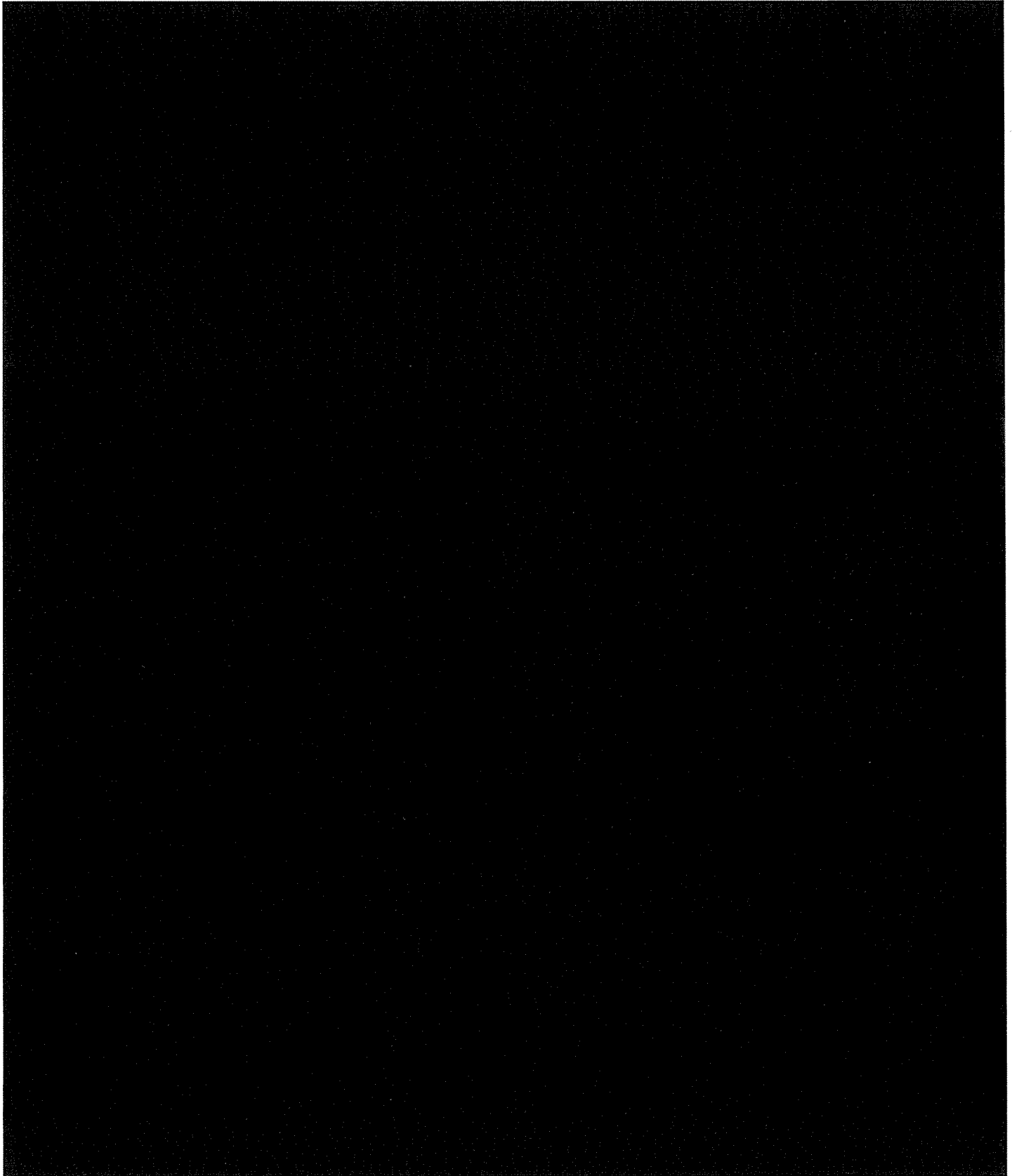
Section 7(2)(b)(ii)

1.10



Section 7(2)(b)(ii)





Related Party Direct Deeds

1.20 The Operator shall:

- 1.20.1 ensure that each Related Party duly executes a Related Party Direct Deed; and
- 1.20.2 provide a certified copy of such executed Related Party Direct Deed to GWRC,

in each case on or before the later of the date of this Partnering Contract and the date on which that Related Party first makes any Non-Transferring Asset available for use by the Operator in the provision of the Services.

Non-Transferring Asset Lessor Direct Deed

- 1.21 In respect of each Third Party Non-Transferring Asset which is made available to the Operator or a Related Party by a Non-Transferring Asset Lessor, the Operator shall:
 - 1.21.1 where the Operator is counterparty to the relevant Non-Transferring Asset Agreement with the Non-Transferring Asset Lessor, itself execute a Non-Transferring Asset Lessor Direct Deed or where a Related Party is counterparty to the relevant Non-Transferring Asset Agreement with the Non-Transferring Asset Lessor, ensure that the Related Party executes a Non-Transferring Asset Lessor Direct Deed;
 - 1.21.2 ensure that the Non-Transferring Asset Lessor duly executes a Non-Transferring Asset Lessor Direct Deed; and
 - 1.21.3 provide a certified copy of such executed Non-Transferring Asset Lessor Direct Deed to GWRC,

in each case on or before the later of the date of this Partnering Contract and the date on which the Non-Transferring Asset Lessor first makes that Third Party Non-Transferring Asset available for use by the Operator or the Related Party.

Security Interests and disposals

- 1.22 On and from the occurrence of a Termination Event, any circumstances which entitle GWRC to terminate the Partnering Contract under clause 48 (*Termination for non-payment*) or any circumstances which GWRC considers are likely to lead to such events, the Operator shall not (and shall ensure that the Operator Associates and the Related Parties shall not) Dispose directly or indirectly of:
 - 1.22.1 any Non-Transferring Asset; or
 - 1.22.2 any right, title or interest in, to or in respect of any Non-Transferring Asset,

without the prior written consent of GWRC (such consent not to be withheld where the relevant Non-Transferring Asset has been replaced with a Non-Transferring Asset in accordance with the Vehicle Acquisition Plan or the Depot Acquisition Programme (as applicable)).

- 1.23 The Operator shall not (and shall ensure that the Operator Associates and the Related Parties shall not) create or allow to exist any Security Interest (other than a Permitted Security Interest) over any Non-Transferring Asset where such Security Interest will or is likely to adversely affect GWRC's (or its nominee's) exercise of the Step In Rights.

Restrictions in relation to Non-Transferring Asset Agreements

- 1.24 On and from the occurrence of a Termination Event, any circumstances which entitle GWRC to terminate the Partnering Contract under clause 48 (*Termination for non-payment*) or any circumstances which GWRC considers are likely to lead to such events, the Operator shall not (and shall ensure that the Operator Associates and the Related Parties shall not) without the prior written consent of GWRC:
- 1.24.1 amend, vary, supplement or replace any Non-Transferring Asset Agreement or permit any other party to such Non-Transferring Asset Agreement to do so;
 - 1.24.2 avoid, release, surrender, terminate, rescind, discharge (other than by performance) or accept the repudiation of any Non-Transferring Asset Agreement;
 - 1.24.3 suspend the performance of any of its obligations under any Non-Transferring Asset Agreement;
 - 1.24.4 do or permit anything to be done that would enable or give grounds to another person to do anything referred to in paragraphs 1.24.2 or 1.24.3 in relation to any Non-Transferring Asset Agreement;
 - 1.24.5 waive or grant any indulgence in respect of a material provision of any Non-Transferring Asset Agreement; or
 - 1.24.6 assign, novate or otherwise transfer or Dispose of any or all of its rights or obligations under any Non-Transferring Asset Agreement to any person except for an assignment to GWRC or its nominee in accordance with this Partnering Contract or a Non-Transferring Asset Lessor Direct Deed.
- 1.25 GWRC's consent to any matter referred to in paragraph 1.24 shall not be unreasonably withheld or delayed, provided that GWRC may withhold such consent where GWRC (acting reasonably) considers that the proposed action will (or is likely to):
- 1.25.1 increase the obligations or liabilities of GWRC or its nominee:
 - (a) under any Transaction Document; or
 - (b) otherwise in relation to any Non-Transferring Asset or any Non-Transferring Asset Agreement;
 - 1.25.2 adversely affect any person's ability to perform its obligations in accordance with the Transaction Documents; or

1.26

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1.27 The Operator shall notify GWRC if the Operator or a Related Party has entered into a Non-Transferring Asset Agreement within three Business Days following the later of:

1.27.1 the date of this Partnering Contract; and

1.27.2 the date on which such Non-Transferring Asset Agreement has been executed by all parties.

and, if requested by GWRC in writing, the Operator shall provide a certified copy of such Non-Transferring Asset Agreement within 3 Business Days of a request from GWRC.

1.28 If called upon to do so by GWRC, the Operator shall promptly provide GWRC with such information relating to the Non-Transferring Assets and the Non-Transferring Asset Agreements as GWRC may reasonably require.

1.29 Without prejudice to paragraph 1.24 or 1.25, if at any time a Non-Transferring Asset Agreement is:

1.29.1 avoided, released, surrendered, terminated, rescinded, repudiated, discharged or otherwise ceases to be in full force and effect, the Operator shall immediately notify GWRC and shall, promptly following a request, provide such information in connection therewith as GWRC may reasonably request; or

1.29.2 amended, varied, supplemented or replaced, the Operator shall immediately provide a certified copy of the Non-Transferring Asset Agreement as amended, varied, supplemented or replaced to GWRC.

Equitable relief

1.30 Without limiting any other provisions of this Partnering Contract or any other Transaction Document or any other right or remedy of GWRC, the Operator acknowledges that damages may not be an adequate remedy for any breach by it of paragraphs 1.22 or 1.23 (*Security Interests and disposals*) or paragraphs 1.24 to 1.29 inclusive (*Restrictions in relation to Non-Transferring Asset Agreements*) of this Appendix 10.

1.31 The Operator agrees that, without limiting any other right, remedy or action GWRC may have in connection with any actual or threatened Non-Transferring Asset Specific Breach, GWRC is entitled to seek equitable relief and remedies (including specific performance or injunctive or declaratory relief) to restrain, rectify or compensate it for any actual or threatened Non-Transferring Asset Specific Breach

by the Operator and the Operator agrees not to oppose the granting of such relief or remedies on the basis that GWRC has not or will not suffer any actual loss or damage.

GWRC and its nominees not mortgagee in possession or liable

- 1.32 To the extent permitted by applicable law, GWRC and its nominees:
- 1.32.1 shall not be, nor account or be liable as, mortgagee in possession due to the existence or exercise of any right or remedy under or in connection with this Partnering Contract; and
 - 1.32.2 shall not be liable to anyone for any Loss in relation to an exercise or attempted exercise of a right or remedy under or in connection with this paragraph 1, or any failure or delay in exercising such right or remedy.

Secured Lender Confirmations

- 1.33 Within 10 Business Days following the date of this Partnering Contract, the Operator shall provide to GWRC a duly executed Secured Lender Confirmation in respect of the Non-Transferring Assets and Non-Transferring Asset Agreements from each person who as at the date of this Partnering Contract is a Secured Lender.
- 1.33A The Operator shall (to the maximum extent permitted by Law) indemnify GWRC (and keep GWRC so indemnified) on demand from and against any Claim or Loss incurred by GWRC as a consequence of GWRC giving a Secured Lender an undertaking referred to in paragraph 5 of the Secured Lender Confirmation, including any costs incurred in obtaining a valuation of any assets as contemplated by the Secured Lender Confirmation.
- 1.34 If, after the date of this Partnering Contract, any other person becomes a Secured Lender, the Operator shall provide GWRC with a Secured Lender Confirmation from that person within 10 Business Days of the date on which any Security Interest is granted by the Operator in favour of that person.
- 1.35 Paragraphs 1.33 to 1.34 are without prejudice to paragraph 1.23.

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Changes to the Partnering Contract

- 1.37 The Parties agree that in Appendix 2 (*Milestone Dates*) to Schedule 13 (*Transition Plan*), the row of the table in respect of CP#3 is amended as follows.
- 1.37.1 the original executed Transaction Documents to be provided by the Operator pursuant to CP#3 shall include the following Transaction Documents as new paragraphs (c) and (d) in the column entitled "Conditions Precedent":

"(c) Related Party Direct Deeds in respect of those Related Parties who provide Non-Transferring Assets on or prior to the Commencement Date; and

(d) Non-Transferring Asset Lessor Direct Deeds in respect of each Non-Transferring Asset Agreement entered into by the Operator or a Related Party on or prior to the Commencement Date;"

1.37.2 in the column entitled "Milestone #1 & Milestone Date #1", the Milestone shall include "Related Party Direct Deeds and Non-Transferring Asset Lessor Direct Deeds" and the Milestone Date shall include "paragraph 1.20 of Appendix 10 (*Bus Unit specific obligations and rights*) to Schedule 2 (*Agreement Details*) in respect of Related Party Direct Deeds and paragraph 1.21 of Appendix 10 (*Bus Unit specific obligations and rights*) to Schedule 2 (*Agreement Details*) in respect of Non-Transferring Asset Lessor Direct Deeds".

1.38 The Parties acknowledge and agree that each Non-Transferring Asset Lessor Direct Deed and Related Party Direct Deed is a Transaction Document for the purpose of this Partnering Contract.

Disputes

1.39 Either Party shall be entitled to refer any dispute to the extent relating to or arising in connection with this paragraph 1 to Expert determination without such dispute first having to be referred to mediation under clauses 45.7 and 45.8 (*Mediation*).

2 DEBT TO DEBT PLUS EQUITY RATIO

2.1 The following definitions apply unless the context requires otherwise:

Debt to Debt Plus Equity Ratio	means the following ratio expressed as a percentage: $\frac{\text{Financial Indebtedness}}{\text{Financial Indebtedness} + \text{Equity}} \times 100$
Equity	means, in relation to the Operator, 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 Operator.
Financial Indebtedness	means any indebtedness of the Operator (whether incurred as principal or surety) in respect of: (a) moneys borrowed and debit balances at any financial institution; (b) any debenture, bond, note, loan stock or other security;

	<p>(c) receivables sold or discounted otherwise than on a non-recourse basis;</p> <p>(d) 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;</p> <p>(e) 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;</p> <p>(f) net payment obligations under any currency swap, interest rate swap or interest cap or collar arrangements or any other hedging transaction; or</p> <p>(g) amounts raised under any other transaction having the commercial effect of a borrowing or raising of money,</p> <p>excluding in each case any amounts falling within the definition of Equity.</p>
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2.2 If at any time the Debt to Debt Plus Equity Ratio calculated using the most recent Management Accounts provided to GWRC [REDACTED]

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[REDACTED] this will be deemed to be an Event of Default.

2.3 If requested by the Operator, GWRC shall consider whether it is appropriate at that time to agree to any change proposed by the Operator to the [REDACTED] threshold referred to in paragraph 2.2 (such consent not to be unreasonably withheld).

3 MANAGEMENT ACCOUNTS

3.1 The following definitions apply unless the context requires otherwise:

Management Accounts	<p>means the annual or bi-annual (as applicable) management accounts of the Operator, which management accounts shall be consistent with the management accounts provided by the Operator to its bank and other financiers and shall fairly represent its financial condition or consolidated financial position (as the case may be) as at the end of and for the period in relation to which the management accounts were produced.</p>
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Management Accounts Meeting	means the meeting referred to in paragraph 3.2.
Management Accounts Period	<p>means:</p> <ul style="list-style-type: none"> (a) the period commencing on and including the date of this Partnering Contract until and including 31 December 2017; (b) each subsequent period of 6 months until and including 30 June 2021; and (c) each subsequent period of either: <ul style="list-style-type: none"> (i) if prior to the end of the last period referred to in paragraph (b) GWRC notifies the Operator that it has concerns (acting reasonably) in respect of the financial sustainability of the Operator, 6 months; or (ii) otherwise, 12 months, <p>provided that the last Management Accounts Period shall end on the Termination Date.</p>
Operator Report	means a report setting out the financial ratios, figures and other information specified by GWRC to the Operator in respect of the Operator in the form set out in Attachment C to this Appendix 10, which shall be consistent with the management accounts provided by the Operator to its bank and other financiers and must fairly represent the Operator's financial condition or consolidated financial position (as the case may be) as at the end of and for the period in relation to which the report was produced.

3.2 Within 10 Business Days of the date on which the Management Accounts have been prepared in respect of the previous Management Accounts Period, the chief financial officer of the Operator and a representative or representatives nominated by GWRC (being the chief financial officer of GWRC and/or a GWRC finance manager) will meet in person to review and discuss the Management Accounts prepared for the previous Management Accounts Period. At such meeting, the Operator shall disclose the details of any guarantees or loans provided to any entity which is not included in the Management Accounts by the Operator or any of its Related Companies.

3.3 The Operator shall ensure that Management Accounts are prepared for the previous Management Accounts Period within 40 Business Days of the end of that period and must be available for review and discussion by the attendees of the Management Accounts Meeting during the Management Accounts Meeting.

- 3.4 Within 10 Business Days after the Management Accounts Meeting, the Operator shall procure that the chief financial officer of the Operator provides:
- 3.4.1 a soft copy of an Operator Report prepared for the previous Management Accounts Period to the email addresses of the individuals who attended the Management Accounts Meeting (such email addresses to be notified by GWRC to the Operator from time to time); and
- 3.4.2 written confirmation from a senior manager of the Operator's bankers that the Operator Report fairly represents the Operator's financial condition or consolidated financial position and operations as at the end of and for the period in relation to which the Operator Report was produced.
- 3.5 The Operator shall provide copies of the Management Accounts, Operator Reports and other financial records of the Operator requested by GWRC to a third party nominated by GWRC and approved by the Operator (such approval not be unreasonably withheld or delayed) for the purposes of that third party 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 third party in respect of the Operator will be:
- 3.5.1 made available to the GWRC's chief financial officer, GWRC's finance manager and any other person agreed by the Parties (acting reasonably) and the findings of such report may be disclosed to GWRC's senior managers and, where such findings give rise to issues which are of material concern to GWRC, to the GWRC elected members; and
- 3.5.2 made available to the Operator to the extent such report is not subject to legal professional privilege.
- 3.6 GWRC shall procure that the third party nominated under paragraph 3.5 executes a confidentiality undertaking in favour of the Operator in respect of such Management Accounts, Operator Reports and other financial records of the Operator substantially on the terms set out in Attachment D to this Appendix 10.
- 3.7 The Management Accounts, Operator Reports, other financial records of the Operator and any report produced by a third party as contemplated by paragraph 3.5 will be treated as Confidential Information for the purposes of clause 59 (*Confidentiality*).

4 Special Event Service Rates

- 4.1 See the minimum hours requirement in Appendix 7 (*Special Event Services Rates*) of this Schedule 2.
- 4.2 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 ELVDDs (2018) and ELVDDs (2020) (as such terms are defined in paragraph 5.1 below) and the applicable Rate_{km} for ELVDDs (2018) and ELVDDs (2020) (as set out in Appendix 7 (*Special Event Services Rates*) of Schedule 2).

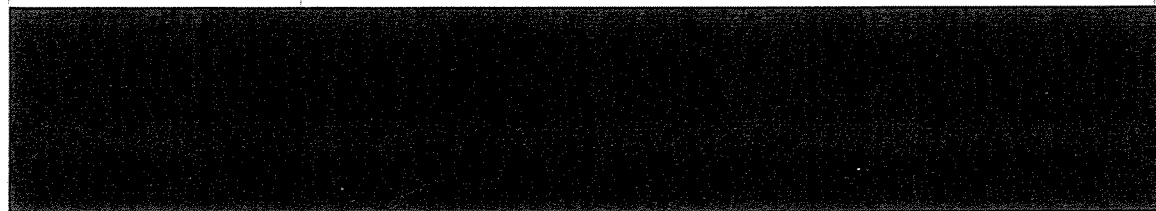
5 Additional definitions

- 5.1 The following definitions apply (unless the context requires otherwise) as if such terms were expressly set out in Schedule 1 (*Definitions and Interpretation*):

<p>Allocated Electric Large Vehicle Double Deckers (2020) or Allocated ELVDDs (2020)</p>	<p>means the 10 ELVDDs (2020) allocated to this Partnering Contract, as contemplated by the Vehicle Acquisition Plan (2020).</p>
<p>7(2)(b)(ii) [REDACTED]</p>	<p>[REDACTED] which amount <u>shall not</u> be Indexed.</p>
<p>Associated Bus Unit Timetable</p>	<p>has the meaning given to "Bus Unit Timetable" in each Associated Partnering Contract.</p>
<p>Charging Infrastructure (2020)</p>	<p>means the infrastructure, hardware, software, systems, equipment, assets and other items required to charge the ELVDDs (2020) for use and enable the Operator to perform its obligations under this Partnering Contract, including (without limiting the foregoing) the New Charging Infrastructure and the Existing Charging Infrastructure (except in each case to the extent such infrastructure, hardware, software, systems, equipment, assets and other items form part of, or are installed on, an ELVDD (2020)).</p>
<p>Charging Infrastructure (2020) Certificate</p>	<p>means a certificate addressed to GWRC from the Operator (signed by the Operator's Authorised Representative), identifying the Charging Infrastructure (2020) and confirming that:</p> <ul style="list-style-type: none"> (a) all of the Charging Infrastructure (2020) has been supplied and installed at the relevant locations in accordance with the Vehicle Acquisition Plan (2020) 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);

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	<p>(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 ELVDDs; and</p> <p>(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 8.1 of this Appendix 10), and containing such other information as GWRC may reasonably require in relation to the Charging Infrastructure (2020).</p>
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Charging Plan	means the charging plan submitted by the Operator to GWRC pursuant to paragraph 8.2 as amended (if applicable) pursuant to paragraph 8.4.1.
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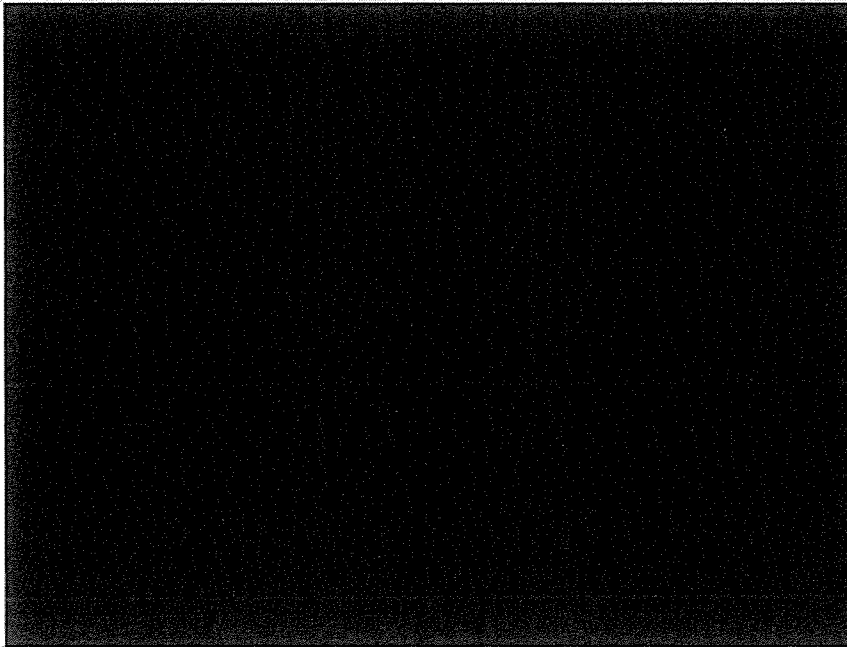
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Electric Large Vehicle Double Decker or ELVDD	<p>means a twin level Electric Vehicle that:</p> <p>(a) has a passenger capacity (seated and standing) of 75 to 94 (excluding the driver) and includes a minimum of 36 seats; and</p> <p>(b) has a Vehicle length equal to or less than the applicable maximum length in Table 1 (<i>Vehicle Sizes</i>) row T1.3 (<i>Large Vehicle</i>) of the VQS.</p>
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Electric Large Vehicle Double Deckers (2018) or ELVDDs (2018)	means the 10 Electric Large Vehicle Double Deckers provided by the Operator for use in service pursuant to this Partnering Contract or any Associated Partnering Contract with effect from the Commencement Date (as defined in this Partnering Contract or the relevant Associated Partnering Contract, as applicable).
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Electric Large Vehicle Double Deckers (2020) or ELVDDs (2020)	means the 31 Electric Large Vehicle Double Deckers which the Operator is obliged to procure the design, manufacture, delivery, testing, commissioning and acceptance of in accordance with the Vehicle Acquisition Plan (2020), but excluding for the avoidance of doubt the ELVDDs (2018).
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Electric Vehicle	has the meaning given in the VQS (Revised 2020).
ELVDD (2020) Deed of Variation	means the deed entitled "Bus Partnering Contracts – Units 1, 4, 7, 9, 10, 11, 13 and 15 - Deed of Variation: Electric Large Vehicle Double Deckers (2020)" made between GWRC and the Operator.
ELVDD (2020) Design Documentation	means design documentation (including all draft and final drawings and specifications) in respect of the ELVDDs (2020), whether in electronic, computer readable, written, physical or any other form, to the extent required to enable GWRC to assess compliance by the ELVDDs (2020) with: <ul style="list-style-type: none"> (a) the VQS (Revised 2020); (b) the RUB (as defined in the VQS (Revised 2020)); (c) any applicable Law; and (d) any other requirement of this Partnering Contract.
ELVDD (2020) Partnering Contract	means each of the PTOM Unit 1, PTOM Unit 4 and PTOM Unit 7 partnering contracts entered into by GWRC and the Operator on 16 June 2017.
ELVDD (2020) Variation Date	means the "Effective Date" as defined in the ELVDD (2020) Deed of Variation.
Existing Charging Infrastructure	
First ELVDD (2020) Programmed Ready Date	means 1 April 2021, being the date on which the first ELVDD (2020) is programmed to be ready and available for use by the Operator in the provision of passenger service under any ELVDD Partnering Contract, as set out in the Vehicle Acquisition Plan (2020).

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Indicative ELVDD (2020) Program	means the indicative program set out at Attachment E (<i>Indicative ELVDD (2020) Program</i>) to this Appendix 10.
New Charging Infrastructure	
New Vehicle (2020)	means a Vehicle with a Manufacture Date which is after 30 January 2020.
Specified ELVDD Service	means: (a) any Scheduled Service which the Bus Unit Timetable specifies must be provided using an ELVDD; 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 ELVDD.
Timetable Change Implementation Date	means each date on which a change to the Bus Unit Timetable or Associated Bus Unit Timetable for the purposes of bringing ELVDDs (2020) into service will become effective, as set out in the Vehicle Acquisition Plan (2020).
Vehicle Acquisition Plan (2020)	means the version of the revised vehicle acquisition plan submitted by the Operator pursuant to paragraph 7.1 or (if applicable) paragraph 7.6, in respect of which GWRC has notified the Operator in accordance with paragraph 7.5.2 that it has no comments or is deemed to have so notified the Operator pursuant to paragraph 7.7.
VQS (Original)	means the document set out at Schedule 4 (<i>Vehicle Quality Standards</i>) of this Partnering Contract.
VQS (Revised 2020)	means the document issued to the Operator as "Vehicle quality standards (2020) - Dated 13 March 2020".

6 Revision of Vehicle Quality Standards

6.1 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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6.2 References in this Partnering Contract to Schedule 4 of this Partnering Contract (excluding any such reference contained in this paragraph 6) shall be construed as references to:

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

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

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

6.4 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.

6.5 Despite anything to the contrary in this Partnering Contract, ELVDDs (2020) are not required to comply with Table 2 Row #T2.59 (Heating Ventilation and Air Conditioning) of the VQS (Revised 2020) provided:

6.5.1 they are fitted with an automatic thermostatically controlled heating and cooling system capable of maintaining a saloon temperature range of 18-26 degrees Celsius, which is independent of the driver adjusting settings, and provides adequate fresh air intakes and the method of achieving this requirement is agreed with GWRC prior to installation;

6.5.2 the demisting requirements comply, as a minimum, with the requirements set out in RUB for Vehicles which are not fitted with a full air conditioning climate control system;

6.5.3 all heater units fitted within the saloon areas are positioned to prevent being covered by luggage, clothing and other items; and

6.5.4 the surface temperature of any heater unit is safe to touch or positioned so that it is not possible for a passenger to come into contact with them.

7 Revised Vehicle Acquisition Plan

Contents of revised Vehicle Acquisition Plan

7.1 Within 20 Business Days following the ELVDD (2020) Variation Date, the Operator shall submit to GWRC a revised vehicle acquisition plan which shall contain the information set out in paragraphs 7.2 to 7.4 below.

7.2 The revised vehicle acquisition plan shall contain a program, specifying on a per PTOM Unit basis:

7.2.1 the number of ELVDDs (2020) that will be acquired by the Operator and allocated to that PTOM Unit in accordance with the table set out below:

PTOM Unit	Number of ELVDDs (2020)
1 (North-South Spine)	10
4 (Khandallah & Aro Valley)	9
7 (Brooklyn and Owhiro Bay)	12

7.2.2 the key dates and milestones in respect of the procurement, design, manufacture, delivery, testing, commissioning and acceptance of the ELVDDs (2020);

7.2.3 the dates on which the Operator will place orders in respect of the ELVDDs (2020);

7.2.4 the dates on which the Operator will provide the ELVDD (2020) Design Documentation to GWRC for its review in accordance with paragraphs 9.1 to 9.3 (provided that such dates shall allow sufficient time for the process in paragraphs 9.1 to 9.3 to be concluded prior to the commencement of the corresponding stage of the ELVDD (2020) manufacturing process);

7.2.5 in respect of each ELVDD (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 the relevant ELVDD (2020) Partnering Contract;

7.2.6 the dates on which the Operator will make each ELVDD (2020) available for inspection by GWRC under clauses 10.4.2 and 10.4.3 of the relevant ELVDD (2020) Partnering Contract;

- 7.2.7 the dates on which the Operator requires GWRC to provide the Installation Kit in respect of each ELVDD (2020) pursuant to clauses 12.5 to 12.11 of the relevant ELVDD (2020) Partnering Contract (which are to be delivered to an agreed location in Tauranga for installation);
- 7.2.8 the dates on which the Operator will make each ELVDD (2020) available to GWRC for the provision and installation by GWRC of the Ticketing Equipment and RTPI Equipment pursuant to clauses 12.5 to 12.11 of the relevant ELVDD (2020) Partnering Contract (including specifying the Wellington depot location at which the Operator will make that ELVDD (2020) so available);
- 7.2.9 in respect of each ELVDD (2020), the date by which the Operator will have received a notice from GWRC under clause 10.4.4(a) of the relevant ELVDD (2020) Partnering Contract approving the use by the Operator of that ELVDD (2020);
- 7.2.10 the date on which each ELVDD (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 7.2.9 in respect of that ELVDD (2020));
- 7.2.11 the proposed Timetable Change Implementation Dates and the proposed number of ELVDDs (2020) that will be brought into service with effect from each Timetable Change Implementation Date;
- 7.2.12 in respect of PTOM Unit 1 and PTOM Unit 7 only, the dates on which a total of 11 existing diesel Large Vehicles which are currently used to provide passenger services in respect of those PTOM Units will gradually be removed from service (together with details of any associated impact on the "PVR" for each relevant PTOM Unit);
- 7.2.13 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 ELVDDs (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;
- 7.2.14 the plan for replacing the two A80 LVs (fleet numbers 3390 and 3391) with New Vehicles which are Brand New Vehicles, including:

- (a) the number of vehicles which will replace the two A80 LVs and the proposed Vehicle Size Classification of those vehicles; and
 - (b) the key dates, milestones and details in respect of such replacement;
- 7.2.15 the plan for replacing the four white temporary Vehicles (fleet numbers 3817, 3826, 3834 and 3859) with New Vehicles which are Brand New Vehicles, including:
- (a) the number of vehicles which will replace the four white temporary Vehicles and the proposed Vehicle Size Classification of those vehicles; and
 - (b) the key dates, milestones and details in respect of such replacement;
- 7.2.16 the plan (including key dates, milestones and details) for increasing the number of Spare Vehicles (as defined in this Partnering Contract and each Associated Partnering Contract) across the Operator's fleet,

provided that (to the extent relevant) this program shall be materially consistent with the Indicative ELVDD (2020) Program.

- 7.3 The revised vehicle acquisition plan shall contain a program specifying:
- 7.3.1 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);
 - 7.3.2 the key dates and milestones in respect of the procurement, delivery, installation, testing, commissioning and acceptance of the Charging Infrastructure (2020);
 - 7.3.3 the dates on which the Charging Infrastructure (2020) will be installed by the Operator at the relevant locations;
 - 7.3.4 the date on which the Operator will provide a Charging Infrastructure (2020) Certificate to GWRC; and
 - 7.3.5 the dates on which the Charging Infrastructure (2020) will be ready and available for use by the Operator in accordance with the Charging Plan,

provided that the dates referred to in paragraphs 7.3.4 and 7.3.5 shall not be later than the First ELVDD (2020) Programmed Ready Date.

- 7.4 In addition to the matters referred to in paragraphs 7.2 and 7.3, the revised vehicle acquisition plan shall also contain:

- 7.4.1 detailed specifications in respect of the ELVDDs (2020) which must be sufficient to ensure that, if designed and manufactured to those specifications, the ELVDDs (2020) will comply with the requirements of this Partnering Contract;
- 7.4.2 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;
- 7.4.3 to the extent that the Vehicle Acquisition Plan (2020) 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); and
- 7.4.4 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 revised vehicle acquisition plan

- 7.5 Within 15 Business Days following receipt by GWRC of the revised vehicle acquisition plan pursuant to paragraph 7.1 (or, if applicable, resubmitted pursuant to paragraph 7.6), GWRC may either:
 - 7.5.1 acting reasonably, provide written comments to the Operator in respect of the revised vehicle acquisition plan; or
 - 7.5.2 notify the Operator that it has no comments on the revised vehicle acquisition plan.
- 7.6 If GWRC provides comments on the revised vehicle acquisition plan pursuant to paragraph 7.5.1, the Operator shall promptly amend the revised vehicle acquisition plan to reflect such comments and resubmit the amended revised vehicle acquisition plan to GWRC, in which event paragraphs 7.5 to 7.7 shall reapply.
- 7.7 If GWRC has not provided any comments on the revised vehicle acquisition plan pursuant to paragraph 7.5.1 within 15 Business Days following receipt thereof by GWRC (including after the revised vehicle acquisition plan has been resubmitted under paragraph 7.6 (if applicable)), GWRC shall be deemed to have notified the Operator that it has no comments on the revised vehicle acquisition plan.

Compliance with the Vehicle Acquisition Plan (2020)

- 7.8 Subject to paragraphs 7.9 and 7.10, if GWRC has notified the Operator in accordance with paragraph 7.5.2 that it has no comments on the revised vehicle acquisition plan, or is deemed to have so notified the Operator pursuant to paragraph 7.7:
- 7.8.1 the Vehicle Acquisition Plan (2020) shall become the Vehicle Acquisition Plan for the purposes of this Partnering Contract and shall immediately replace any then current version of the "Vehicle Acquisition Plan";
- 7.8.2 subject to paragraphs 10.13 to 10.15 (*Vehicle Size Classification*), the Operator shall promptly provide an updated version of Appendix 13 (*Emission Profile*) of this Schedule 2 which includes the Allocated ELVDDs (2020) and is consistent with the Vehicle Acquisition Plan (2020), and such updated version shall replace the then current Appendix 13 (*Emission Profile*);
- 7.8.3 subject to the completion of the ELVDD (2020) Design Documentation review process pursuant to paragraphs 9.1 to 9.3 in respect of the Allocated ELVDDs (2020), the Operator shall procure the design, manufacture, delivery, testing, commissioning and acceptance of the Allocated ELVDDs (2020) in accordance with the Vehicle Acquisition Plan (2020) and shall perform the activities specified in respect of the Allocated ELVDDs (2020) on the relevant dates specified in the Vehicle Acquisition Plan (2020);
- 7.8.4 the Operator shall ensure that each Allocated ELVDD (2020) complies with:
- (a) the relevant specifications set out in the Vehicle Acquisition Plan (2020); and
 - (b) all of the requirements of this Partnering Contract applicable to Electric Vehicles and Double Deckers (provided that to the extent such requirements are inconsistent with the capacity and vehicle length requirements set out in the definition of ELVDD, the capacity and vehicle length requirements set out in that definition shall prevail);
- 7.8.5 the Operator shall procure the design, manufacture, delivery, installation, testing, commissioning and acceptance of the Charging Infrastructure (2020) in accordance with the Vehicle Acquisition Plan (2020) and shall perform the activities specified in respect of the Charging Infrastructure (2020) on the relevant dates specified in the Vehicle Acquisition Plan (2020);

- 7.8.6 the Operator shall remove Vehicles from service and otherwise reallocate and replace Vehicles (including replacing those Vehicles referred to in paragraphs 7.2.14 and 7.2.15) in accordance with the Vehicle Acquisition Plan (2020); and
- 7.8.7 the Operator shall comply with, perform its obligations in accordance with, and otherwise give effect to the Vehicle Acquisition Plan (2020).
- 7.9 The Operator shall implement the changes to the Bus Unit Timetable and any Associated Bus Unit Timetable in accordance with paragraph 11.2 and shall bring the Allocated ELVDDs (2020) into service in accordance with (and so as to give effect to) such changes.
- 7.10 Nothing in this Partnering Contract shall oblige the Operator to procure the design, manufacture, delivery, testing, commissioning and acceptance of any ELVDD (2020) other than the Allocated ELVDDs (2020).
- 7.11 Immediately upon acquiring an Allocated ELVDD (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.

Progress reports

- 7.12 The Operator shall report actual progress in respect of the activities identified in the Vehicle Acquisition Plan (2020) as against the program contained in the Vehicle Acquisition Plan (2020) 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.
- 7.13 Without limiting paragraph 7.12, the Operator shall:
- 7.13.1 provide GWRC with an update in respect of the current status of the activities identified in the Vehicle Acquisition Plan (2020) within 3 Business Days following a request from GWRC to do so; and
- 7.13.2 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 Vehicle Acquisition Plan (2020) as against the program contained in the Vehicle Acquisition Plan (2020),

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

8 Charging Plan

- 8.1 Without limiting any other obligation of the Operator under this Partnering Contract, the Operator shall use all reasonable endeavours to ensure that at all

times it has sufficient charging capacity available to it to maximise the use of the ELVDDs (2020) and the ELVDDs (2018) in the provision of passenger services under this Partnering Contract and the Associated Partnering Contracts.

8.2 Within 20 Business Days following the ELVDD (2020) Variation Date, the Operator shall submit to GWRC a draft charging plan identifying the Depots from which the ELVDDs (2020) will be operated and the locations at which the ELVDDs (2020) will be charged. The draft charging plan shall:

8.2.1 contain sufficient detail to demonstrate how the Operator will comply with its obligation under paragraph 8.1; and

8.2.2 be consistent with the revised vehicle acquisition plan submitted by the Operator and finalised pursuant to paragraphs 7.1 to 7.7 above.

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

8.4 If GWRC provides comments on the draft charging plan to the Operator pursuant to paragraph 8.3, the Operator shall consider those comments (acting reasonably). To the extent that the Operator (acting reasonably):

8.4.1 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 8.3 and this paragraph 8.4 shall reapply); or

8.4.2 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.

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

8.6 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.

9 ELVDD (2020) Design Documentation development and no liability

ELVDD (2020) Design Documentation

9.1 The Operator shall provide the ELVDD (2020) Design Documentation in respect of the Allocated ELVDDs (2020) to GWRC for its review in accordance with the Vehicle Acquisition Plan (2020).

9.2 GWRC may (but is not obliged to) provide comments on that ELVDD (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 ELVDD (2020) Design Documentation (or by any Allocated ELVDDs (2020) manufactured in accordance with that ELVDD (2020) Design Documentation) with:

- 9.2.1 the VQS (Revised 2020);
- 9.2.2 the RUB (as defined in the VQS (Revised 2020));
- 9.2.3 any applicable Law; or
- 9.2.4 any other requirement of this Partnering Contract.

9.3 If GWRC provides comments on the ELVDD (2020) Design Documentation to the Operator pursuant to paragraph 9.2, the Operator shall consider those comments (acting reasonably). To the extent that the Operator (acting reasonably):

- 9.3.1 accepts GWRC's comments, it shall promptly amend the relevant ELVDD (2020) Design Documentation to take account of, and incorporate, such comments and promptly resubmit that ELVDD (2020) Design Documentation to GWRC (in which case paragraph 9.2 and this paragraph 9.3 shall reapply); or
- 9.3.2 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.

No liability or deemed approval

9.4 The Operator acknowledges and agrees that:

- 9.4.1 any participation or non-participation by GWRC and its representatives in the development of the revised Vehicle Acquisition Plan (2020), the Charging Plan, the ELVDD (2020) Design Documentation or any other plan, process, manual, strategy, design, drawing or document pursuant to this Appendix 10; and
- 9.4.2 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,

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:

- 9.4.3 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);

- 9.4.4 give rise to an entitlement for the Operator to make any Claim arising in connection therewith;
- 9.4.5 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;
- 9.4.6 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;
- 9.4.7 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 ELVDD (2020) will be issued pursuant to clause 10.4.4(a); or
- 9.4.8 evidence or constitute confirmation or a representation by GWRC that:
- (a) the revised Vehicle Acquisition Plan (2020), the Charging Plan, the ELVDD (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 revised Vehicle Acquisition Plan (2020), the Charging Plan, the ELVDD (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 Charging Infrastructure (2020), the ELVDDs (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
 - (d) any part of the Services has or will be provided in accordance with the Transaction Documents.

10 ELVDDs (2020) and Charging Infrastructure (2020) – General requirements

Invitation to attend key inspections and tests

10.1 Without limiting the Operator's obligations to make the Allocated ELVDDs (2020) and Charging Infrastructure (2020) available for GWRC's inspection in accordance with the Vehicle Acquisition Plan (2020), the Operator shall:

10.1.1 provide GWRC with reasonable advance notice of any key inspections or tests which are to be undertaken in relation to the Allocated ELVDDs (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

10.1.2 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

10.2 Without limiting and in addition to the requirements of clauses 10.1.10, 10.15.6 and 10.15.7 of this Partnering Contract, the Operator shall ensure that each Allocated ELVDD (2020) is a Brand New Vehicle which has a Manufacture Date that is no earlier than the date falling 1 month prior to the date on which GWRC issues a notice in respect of that Allocated ELVDD (2020) pursuant to clause 10.4.4(a) of this Partnering Contract.

Not Transferring Vehicles

10.3 The Parties agree that none of the Allocated ELVDDs (2020) are Transferring Vehicles.

Use of the Allocated ELVDDs (2020)

10.4 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 Allocated ELVDDs (2020).

10.5 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 10.6 below, the Operator:

10.5.1 shall maximise the use of the ELVDDs (2020) and the ELVDDs (2018) in the provision of passenger services under this Partnering Contract and the Associated Partnering Contracts;

- 10.5.2 shall not use the ELVDDs (2020) or the ELVDDs (2018) as Spare Vehicles (as such term is defined in this Partnering Contract and each Associated Partnering Contract); and
- 10.5.3 may use the ELVDDs (2020) and the ELVDDs (2018) in the provision of passenger services under this Partnering Contract or any Associated Partnering Contract.
- 10.6 Subject to paragraph 11.9, the Operator:
- 10.6.1 shall ensure that each Specified ELVDD Service is provided using an ELVDD (2020) or an ELVDD (2018); and
- 10.6.2 shall not use any vehicle other than an ELVDD (2020) or an ELVDD (2018) to provide a Specified ELVDD Service.
- 10.7 The Operator may use any of the Allocated ELVDDs (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:
- 10.7.1 GWRC has issued a notice under clause 10.4.4(a) of this Partnering Contract in respect of the relevant Allocated ELVDD (2020);
- 10.7.2 the requirements of clauses 10.17 to 10.19 of this Partnering Contract are met; and
- 10.7.3 such use does not adversely impact on the Operator's ability to comply with paragraph 10.6.

Reallocation of ELVDDs

- 10.8 Subject to paragraph 10.9, 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 ELVDD in circumstances where:
- 10.8.1 there is an ELVDD already available for use by the Operator to provide such route or passenger service (or such ELVDD 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
- 10.8.2 the reallocation of that ELVDD to the relevant route or passenger service will not directly cause the Operator to have to use a non-ELVDD to provide any Specified ELVDD Service,
- then:
- 10.8.3 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, there shall be deemed to be no change to the Peak Vehicle Requirement under this Partnering Contract; or

10.8.4 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).

10.9 Paragraph 10.8 shall not apply to any change to the Bus Unit Timetable or any Associated Bus Unit Timetable made pursuant to paragraph 11.1.

Consents and Maintenance

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

10.10.1 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;

10.10.2 subject to paragraph 10.11, the Operator shall be responsible for obtaining, maintaining and complying with (and ensuring that the Allocated ELVDDs (2020) and Charging Infrastructure (2020) comply with) any relevant Consent at all times during the Term;

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

10.10.4 the Operator shall Maintain the Allocated ELVDDs (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

10.10.5 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 8.1 *(Charging Plan)* at all times.

10.11 If the Operator has used its best endeavours to obtain a required Consent relating to the Charging Infrastructure (2020) but such Consent has not been granted, the

Operator and GWRC shall work together (each acting reasonably) to seek to identify and agree a suitable alternative solution as soon as reasonably practicable.

Change in Law

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

10.12.1 would, but for this paragraph 10.12, 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

10.12.2 either:

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

then such event shall only constitute:

10.12.3 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 ELVDD (2020) Variation Date"; and

10.12.4 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 ELVDD (2020) Variation Date".

Vehicle Size Classification

10.13 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	means the size of Vehicle (either a Small Vehicle, Medium Vehicle, Large Vehicle (including an ELVDD), 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
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	used to provide a Scheduled Service. The Bus Unit Timetable specifies for Scheduled Services on: (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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10.14

7(2)(b)(ii)



10.15 Under no circumstances will the ELVDDs be classified as Double Deckers.

Provisions specific to the ELVDDs (2018)

10.16 The Operator shall ensure at all times that each ELVDD (2018):

10.16.1 is 10.8m in length; and

10.16.2 complies with the specification set out in Appendix 15 of this Schedule 2.

11 Financial matters

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

11.1 The Parties agree that GWRC shall issue notices pursuant to the Timetable Change Process:

11.1.1 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 ELVDDs (2020) and the number of ELVDDs (2020) which are to be brought into service, in each case in accordance with the program contained in the Vehicle Acquisition Plan (2020) referred to in paragraph 7.2.11;

11.1.2 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 ELVDDs (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

11.1.3 giving effect to any other vehicle movements, replacement of vehicles or removal of vehicles from service contemplated by the Vehicle Acquisition Plan (2020).

- 11.2 Subject to paragraph 11.9, 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 11.1.
- 11.3 To the extent that a notice issued by GWRC pursuant to paragraph 11.1 changes the Bus Unit Timetable:
- 11.3.1 subject to paragraph 11.3.2, 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*);
- 11.3.2 for the purposes of calculating *PVRA* under paragraph 3.4 of Schedule 14:
- (a) to the extent that the notice increases the number of ELVDDs (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 ELVDDs (2020);
 - (b) to the extent that the notice increases the number of Vehicles (excluding ELVDDs (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
- 11.3.3 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.
- 11.4 To the extent that a notice issued by GWRC pursuant to paragraph 11.1 changes any Associated Bus Unit Timetable:
- 11.4.1 subject to paragraph 11.4.2, 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;

11.4.2 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 ELVDDs (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 ELVDDs (2020);
- (b) to the extent that the notice increases the number of vehicles (excluding ELVDDs (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 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

11.4.3 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.

11.5 The Parties acknowledge and agree that:

11.5.1 any change to the Bus Unit Timetable or any Associated Bus Unit Timetable notified by GWRC pursuant to paragraph 11.1 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

11.5.2 to the extent of any inconsistency between the foregoing provisions of this paragraph 11 (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 11 shall apply.

Rates to apply to Associated Partnering Contracts

- 11.6 Subject to paragraph 10.8, if an ELVDD 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 ELVDD 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.

Changes to the Reliability KPI

- 11.7 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 ELVDD Service, be provided using an ELVDD.*
- 11.8 For the purposes of each Associated Partnering Contract (excluding any other ELVDD (2020) 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 ELVDD Service (as such term is defined in the partnering contract made between the Operator and GWRC in respect of PTOM Unit 4), be provided using an ELVDD (as such term is defined in the partnering contract made between the Operator and GWRC in respect of PTOM Unit 4).*

Relaxation of specified requirements

- 11.9 To the extent that:
- 11.9.1 the Bus Unit Timetable or any Associated Bus Unit Timetable is changed pursuant to paragraph 11.1;
- 11.9.2 the implementation of such change requires an ELVDD (2020) to be brought into service prior to the date on which that ELVDD (2020) is programmed in the Vehicle Acquisition Plan (2020) to be ready and available for use by the Operator in the provision of passenger services; and

11.9.3 the Operator is unable to use either:

- (a) another ELVDD (2020) to implement the change because there are insufficient ELVDDs (2020) programmed in the Vehicle Acquisition Plan (2020) to be ready and available for use by the Operator at that time; or
- (b) an ELVDD (2018) to implement the change because all of the ELVDDs (2018) are already allocated to other passenger services,

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

11.9.4 the use by the Operator of a non-ELVDD (2020) to provide the relevant Specified ELVDD Service shall not constitute a breach of paragraph 10.6 or 11.2 of this Appendix 10;

11.9.5 the Operator shall not be required to remove a vehicle from service pursuant to paragraph 11.2 of this Appendix 10 to the extent that it requires that vehicle to provide the relevant Specified ELVDD Service in place of the relevant ELVDD (2020); and

11.9.6 the use by the Operator of a non-ELVDD (2020) to provide the relevant Specified ELVDD 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 11.7 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 11.8 above).

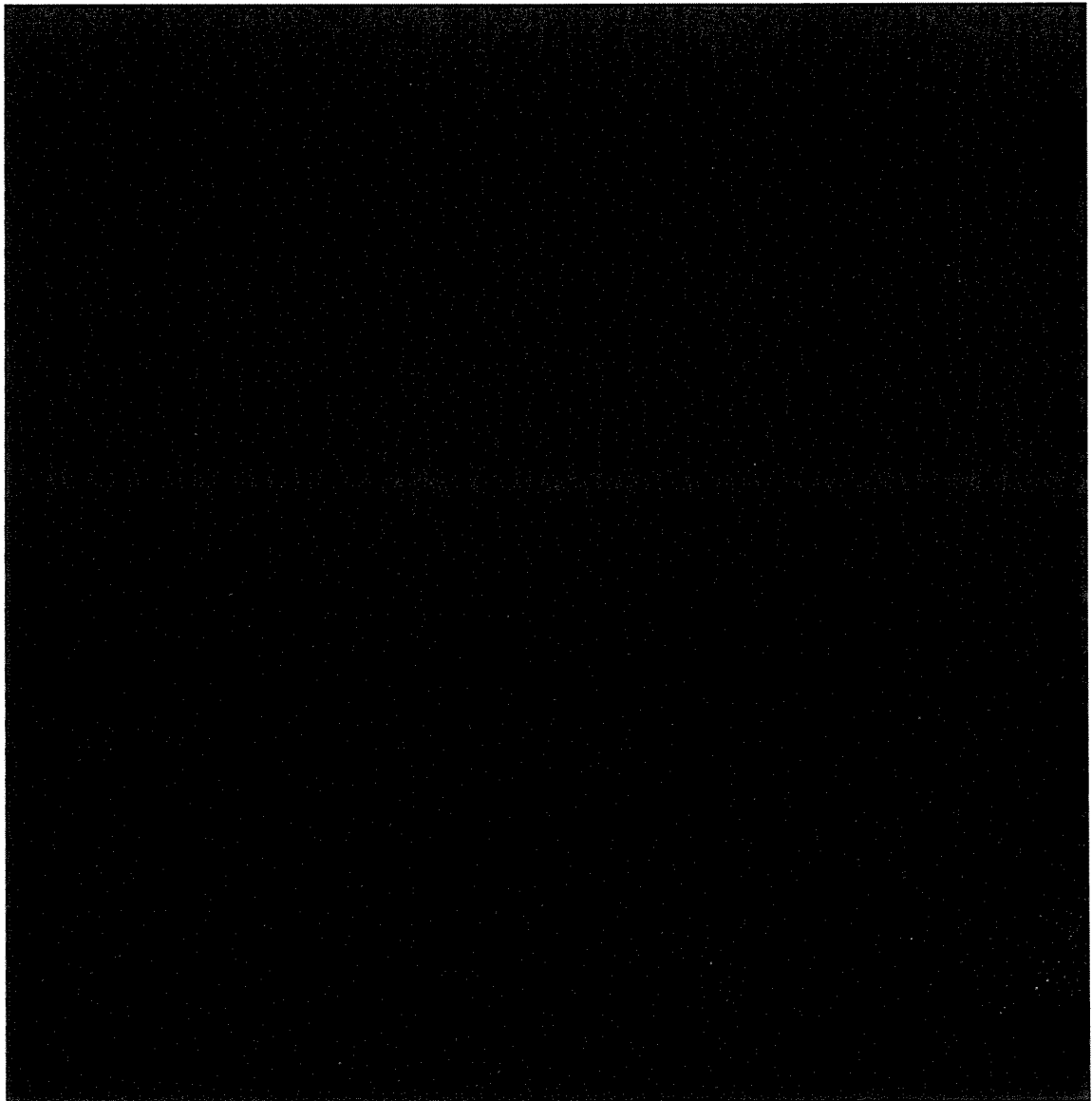
11.10

7(2)(b)(ii)

7(2)(b)(ii)

11.11

11.12



Operator acknowledgements

11.13 The Operator acknowledges and agrees that the adjustment to the Base Service Fee in accordance with paragraph 11.3 and, where applicable, the adjustment to the Base Service Fee (as defined in any relevant Associated Partnering Contract) pursuant to paragraph 11.4, shall be the Operator's sole right, remedy and entitlement in connection with:

11.13.1 the acquisition by the Operator of the ELVDDs (2020) (including their design, manufacture, delivery, testing, commissioning and acceptance);

11.13.2 the operation and Maintenance by the Operator of the ELVDDs (2020);

11.13.3 the changes to the Bus Unit Timetable and any Associated Bus Unit Timetable referred to in paragraph 11.1 (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);

11.13.4 the execution by the Operator of the ELVDD (2020) Deed of Variation and the performance by the Operator of its obligations thereunder; and

11.13.5 any change to this Partnering Contract or any Associated Partnering Contract arising pursuant to the ELVDD (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).

11.14 The Operator acknowledges and agrees that:

11.14.1 the replacement of the A80 LVs and the white temporary Vehicles as referred to in paragraphs 7.2.14 and 7.2.15 shall not give rise to:

- (a) any adjustment to the Peak Vehicle Requirement under this Partnering Contract or the "Peak Vehicle Requirement" under any Associated Partnering Contract; or
- (b) any adjustment to the Services Fee under this Partnering Contract or the "Services Fee" under any Associated Partnering Contract;

11.14.2 none of the matters referred to in paragraphs 11.13.1 to 11.13.5 or paragraph 11.14.1 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; and

11.14.3 the Operator's only entitlement to any payment in respect of the design, manufacture, delivery, installation, testing, commissioning, acceptance and Maintenance of the Charging Infrastructure (2020) shall be as expressly provided for in paragraphs 11.10 to 11.12 of this Partnering Contract and paragraphs 11.10 to 11.12 of the partnering contract entered into by GWRC and the Operator on 16 June 2017 in respect of PTOM Unit 7, and the Operator shall not be entitled to any other payment under this Partnering Contract or any other Associated Partnering Contract in connection therewith.

Peak Vehicle Requirement

11.15 The Parties acknowledge and agree that:

11.15.1 the Peak Vehicle Requirement as at the Commencement Date was 50 Vehicles consisting of the number and type of Vehicles specified in the table below:

Unit	Peak Vehicle Requirement as at the Commencement Date
Unit 1	23 Double Deckers 10 ELVDD (2018) 13 Large Vehicles minus 3 Medium Vehicles 7 Small Vehicles 50 Total

11.15.2 the Peak Vehicle Requirement as at the date of the ELVDD (2020) Deed of Variation was 52 Vehicles consisting of the number and type of Vehicles specified in the table below:

Unit	Peak Vehicle Requirement as at the date of the ELVDD (2020) Deed of Variation
Unit 1	23 Double Deckers 10 ELVDD (2018) 15 Large Vehicles minus 3 Medium Vehicles 7 Small Vehicles 52 Total

11.15.3 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*).

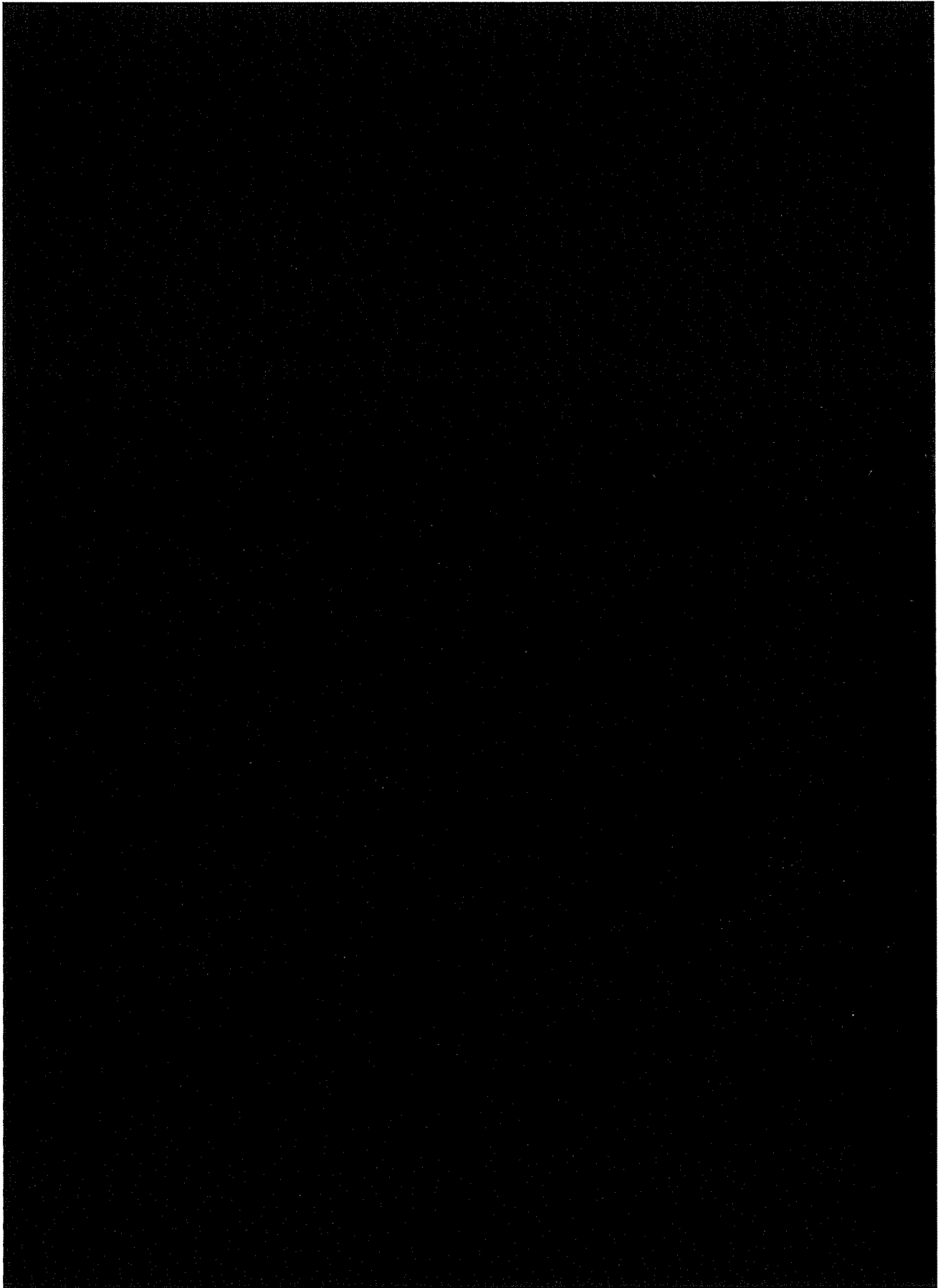
Indexation

11.16 The parties acknowledge that, as at the date of the ELVDD (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.

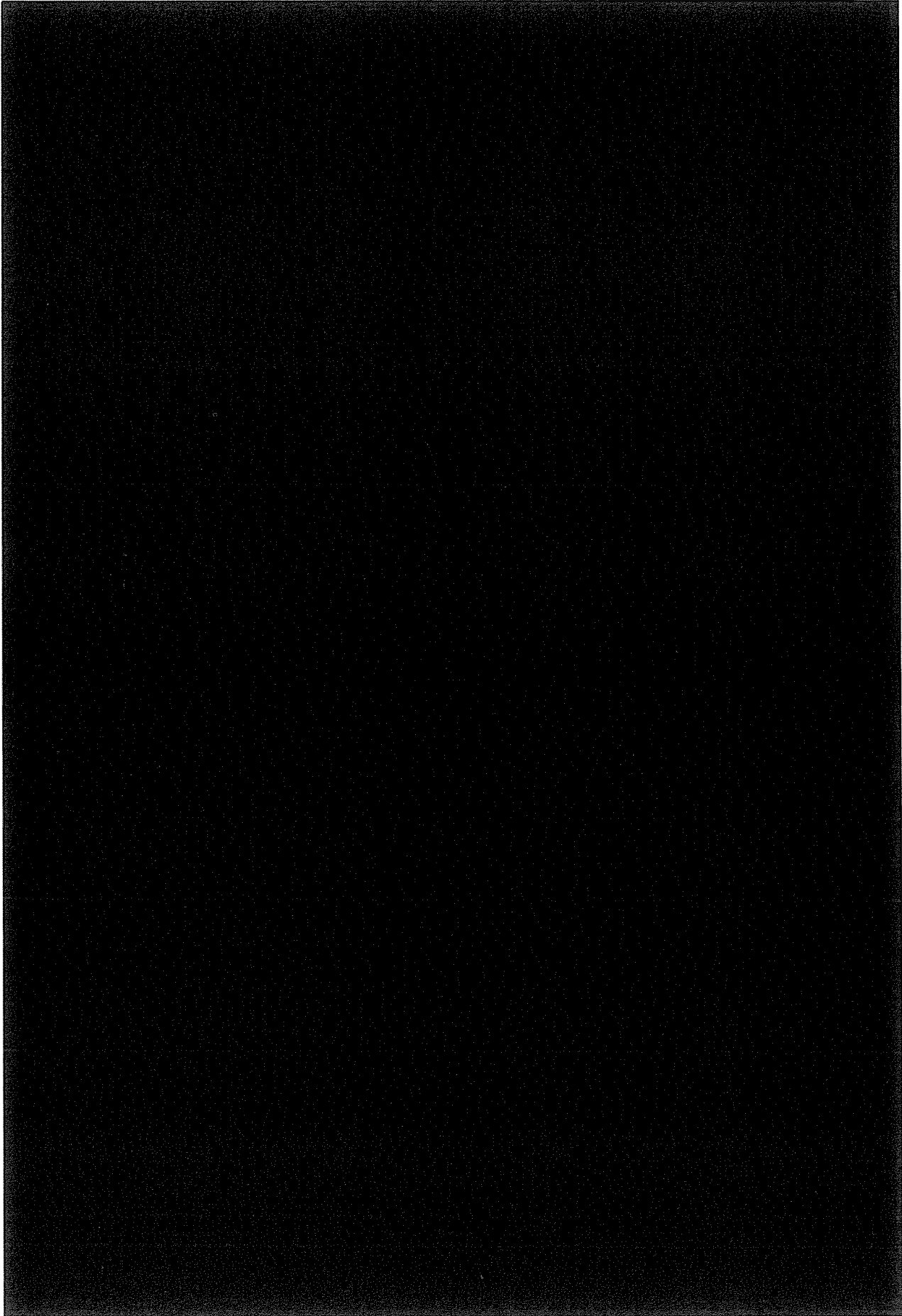
- 11.17 If, following this review, the Transport Agency amends or replaces that index, such amended or replacement index will, subject to paragraph 11.18, automatically become the Transport Agency Index for the purposes of this Partnering Contract by virtue of the definition thereof contained in Schedule 1.
- 11.18 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 ELVDDs, 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.
- 11.19 The parties shall work together to determine and agree the most cost effective approach to electricity procurement and shall implement the agreed approach.

7(2)(b)(ii)

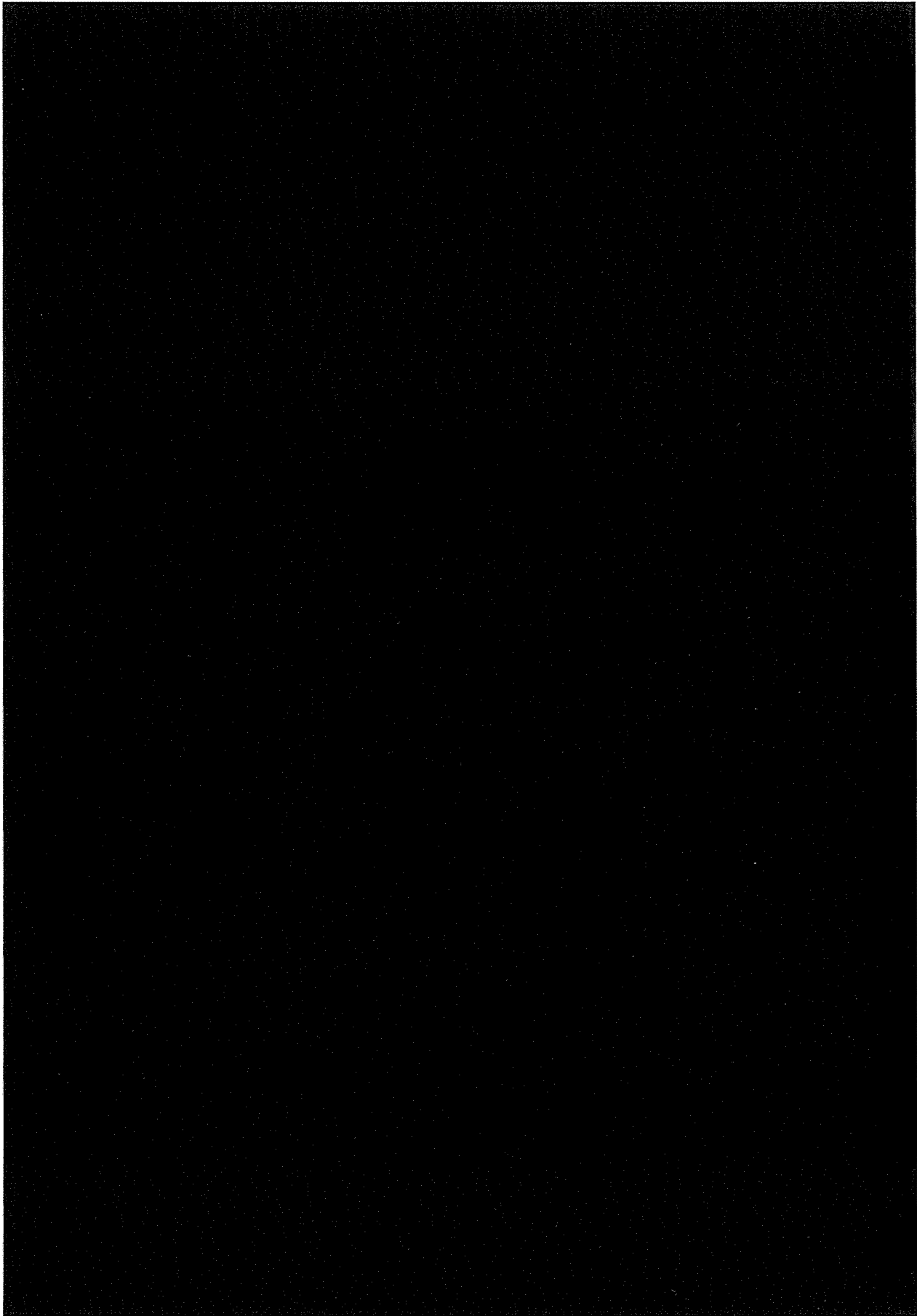




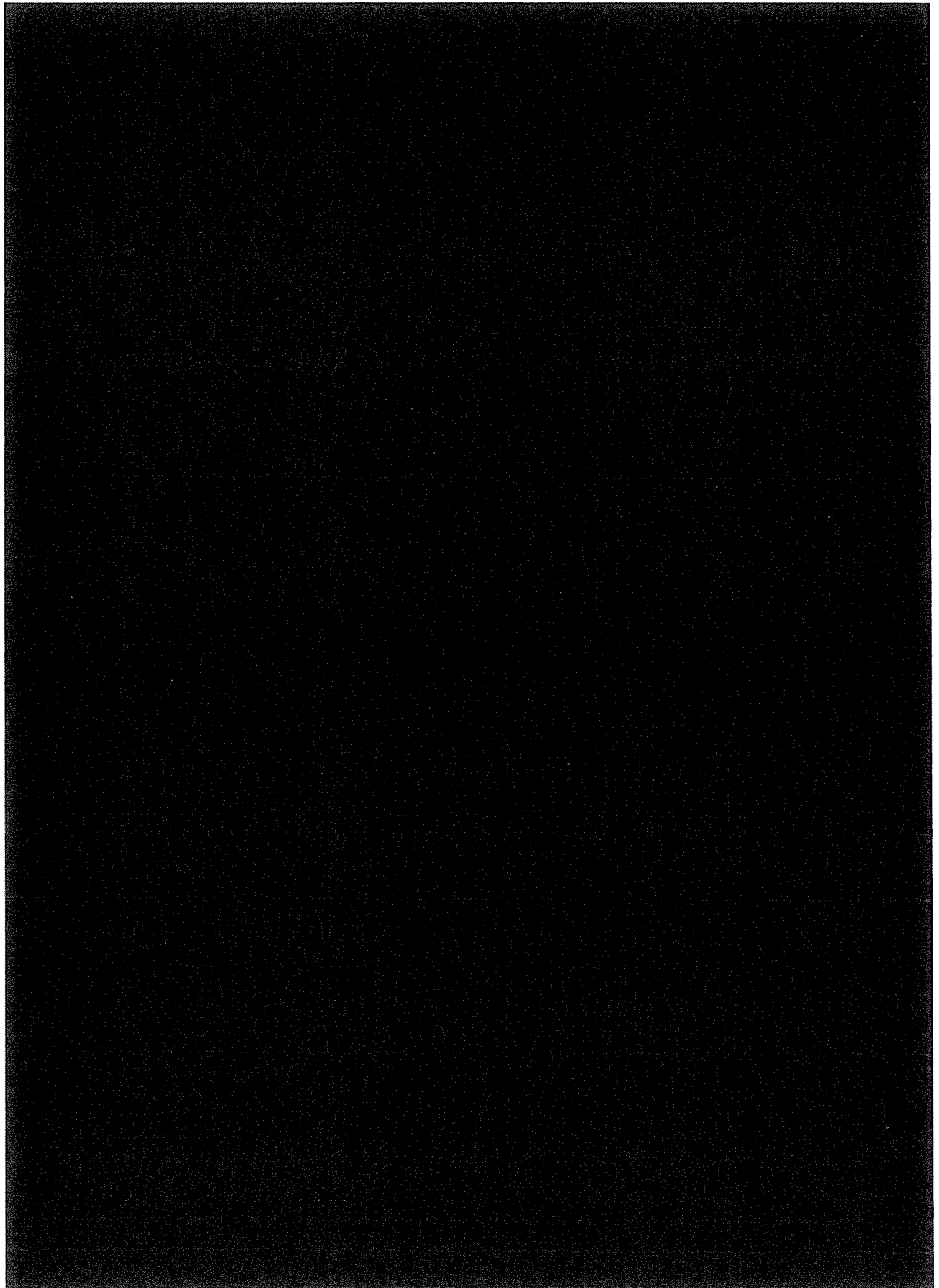
7(2)(b)(ii)



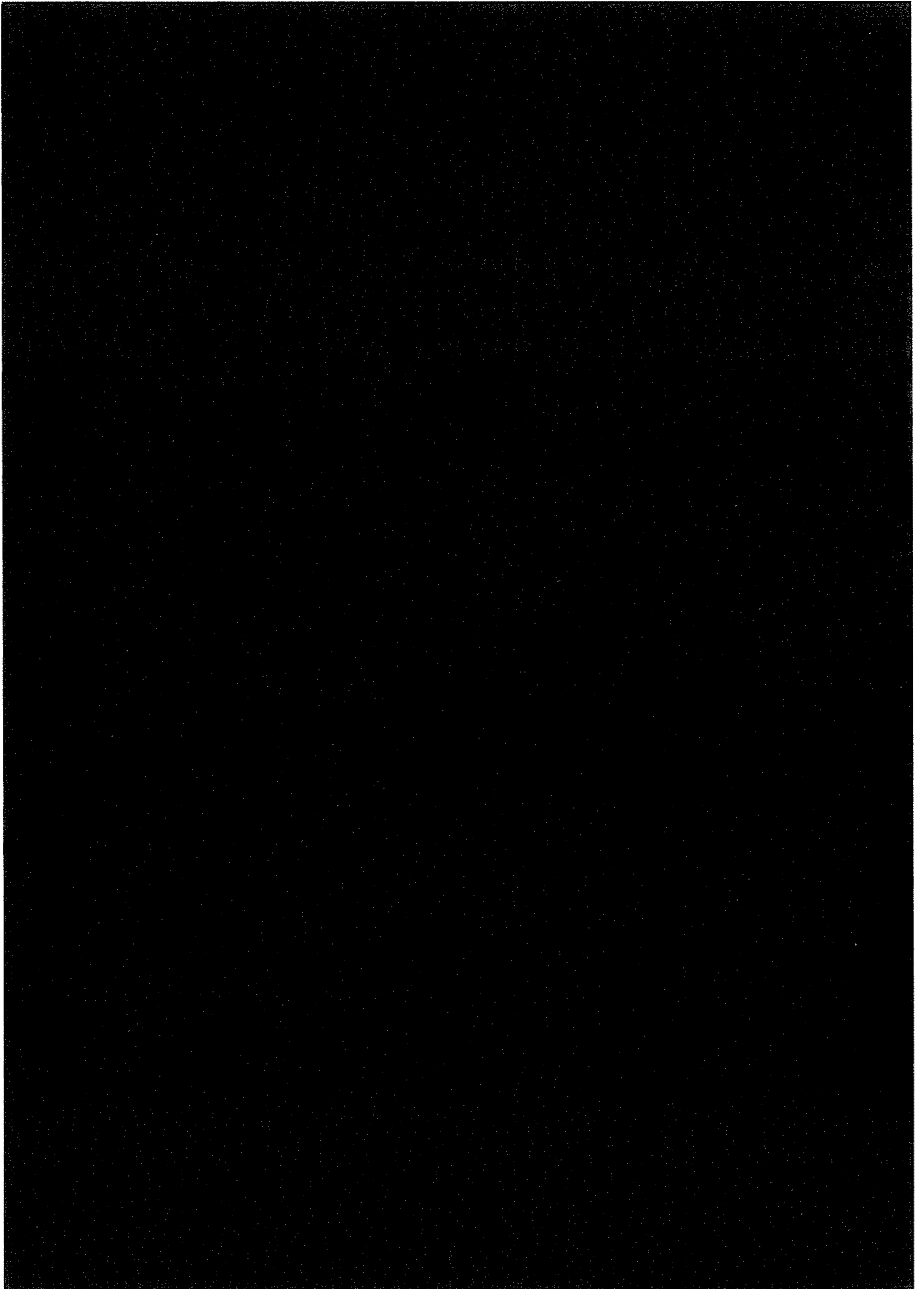
7(2)(b)(ii)



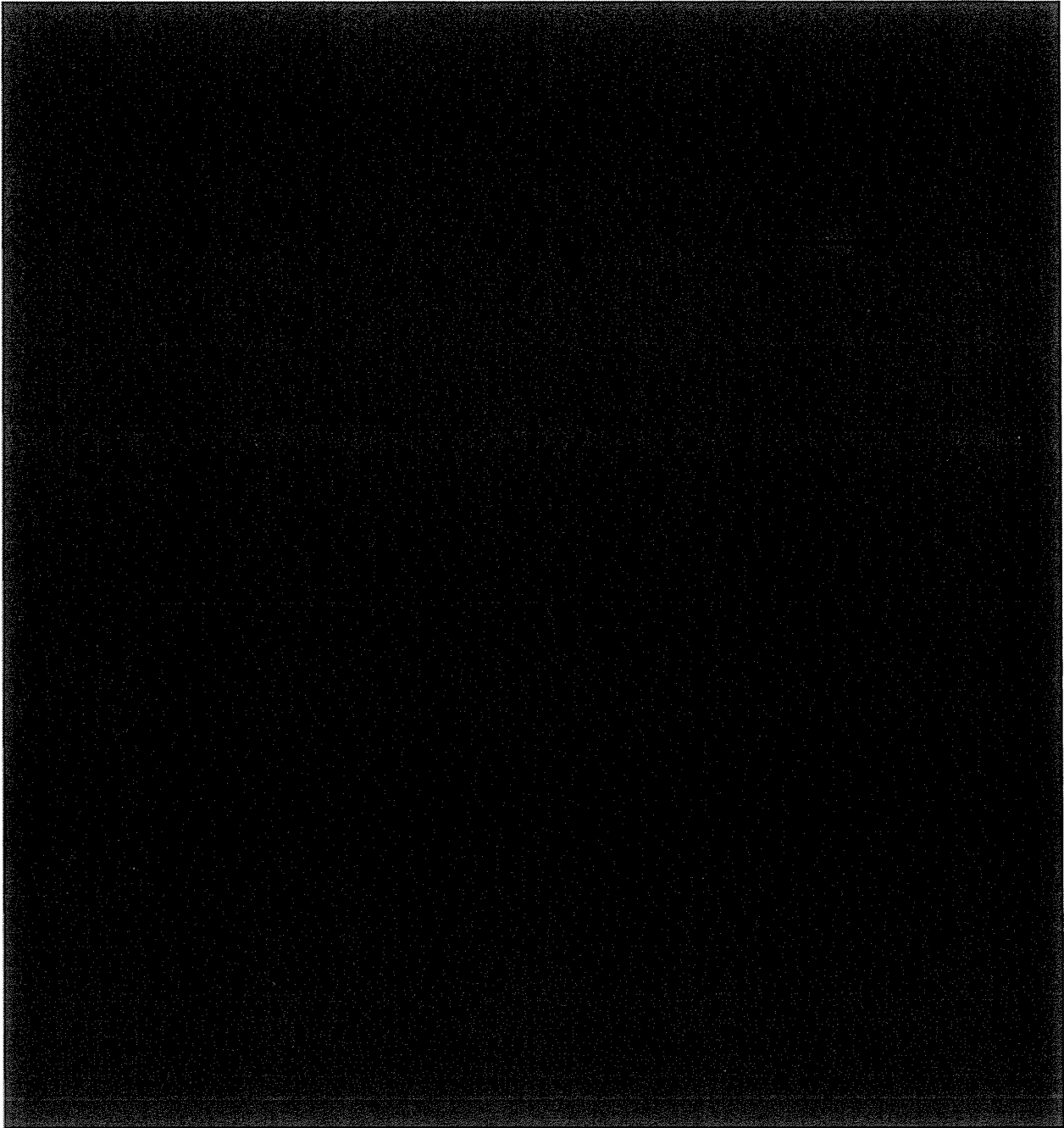
7(2)(b)(ii)



7(2)(b)(ii)



7(2)(b)(ii)



7(2)(b)(ii)

Attachment A to Appendix 10: Non-Transferring Asset Lessor Direct Deed

See the document in the DSM with file name Att A, App 10, Sch 2 (NTA Lessor Direct Deed).

Attachment B to Appendix 10: Related Party Direct Deed

See the document in the DSM with file name Att B, App 10, Sch 2 (Related Party Direct Deed).

Attachment C to Appendix 10: Operator Report

TRANZIT GROUP LIMITED AND SUBSIDIARIES

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

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

Return on Net Assets is defined as Net Profit after Tax / New Assets

Debt to Debt + Equity means the same as Debt to Debt Plus Equity Ratio defined in paragraph 2 of this Appendix 10.

Attachment D to Appendix 10: Confidentiality undertaking

See the document in the DSM with file name Att D. App 10, Sch 2 (Confidentiality undertaking).

Attachment E to Appendix 10: Indicative ELVDD (2020) Program

Batch No	Build no	Fleet No	ELDV(2020) Deed of Variation unconditional/ Chassis order date	Entry into Service
1	1	3710	9/06/2020	1/04/2021
2	2	3711	9/06/2020	1/05/2021
2	3	3712	9/06/2020	1/05/2021
2	4	3713	9/06/2020	1/06/2021
2	5	3714	9/06/2020	1/07/2021
2	6	3715	9/06/2020	1/07/2021
2	7	3716	9/06/2020	1/08/2021
3	8	3717	9/06/2020	1/09/2021
3	9	3718	9/06/2020	1/10/2021
3	10	3719	9/06/2020	1/10/2021
3	11	3720	9/06/2020	1/11/2021
3	12	3721	9/06/2020	1/12/2021
4	13	3722	9/06/2020	1/01/2022
4	14	3723	9/06/2020	1/01/2022
4	15	3724	9/06/2020	1/02/2022
4	16	3725	9/06/2020	1/03/2022
4	17	3726	9/06/2020	1/04/2022
5	18	3727	9/06/2020	1/04/2022
5	19	3728	9/06/2020	1/05/2022

Batch No	Build no	Fleet No	ELD(2020) Deed of Variation unconditional/ Chassis order date	Entry into Service
5	20	3729	9/06/2020	1/06/2022
5	21	3730	9/06/2020	1/07/2022
5	22	3731	9/06/2020	1/07/2022
6	23	3732	9/06/2020	1/08/2022
6	24	3733	9/06/2020	1/08/2022
6	25	3734	9/06/2020	1/09/2022
6	26	3735	9/06/2020	1/09/2022
7	27	3736	9/06/2020	1/09/2022
7	28	3737	9/06/2020	1/10/2022
7	29	3738	9/06/2020	1/10/2022
7	30	3739	9/06/2020	1/10/2022
7	31	3740	9/06/2020	1/10/2022

Attachment B – Revised Appendices 6 to 10 to Schedule 2 (*Agreement details*) of the Unit 4 Partnering Contract