

Transmission Agreement (Modified Benchmark Agreements)

WEL Networks Limited

Deleted the following clause:

22.5 Liability

The limits on the liability in clauses 20.2, 20.3, 20.6 and 20.7 shall not apply to any breach by a party of its obligation under this clause 22 or clause 12 of schedule 7.

Waverly Wind Farm Limited

DTA reference	Amendment
18(d)	Delete paragraph (d) and replace with: the other party does not satisfy the solvency test in section 4(1) of the Companies Act 1993 and this is not remedied within 10 Business Days' of receipt of a notice requiring the failure to be remedied. Transpower will use reasonable endeavours to consult with the Customer before it terminates this Agreement under this clause 18(d);
18	Add at the end of 18: Despite clause 18(c), Transpower will not terminate this Agreement solely by reason of the appointment of a statutory manager to Waverley Wind Farm or solely by reason of a receiver, manager or administrator being appointed to the whole or a material part of Waverley Wind Farm's property. This provision does not limit Transpower's other rights to terminate this Agreement.
23.1	Add at the end of 23.1: Transpower will not unreasonably withhold its consent to an assignment of this Agreement to the security trustee on behalf of its financiers, or any other party, where the assignee demonstrates that it is (or is able to become) a registered participant (as defined in the Code) and Transpower is satisfied with the proposed credit support arrangements.
23.3	Add at the end of 23.3: A change of the effective control of Tilt Renewables Limited while it is an issuer listed on the New Zealand Stock Exchange or a purchase of all the share capital of Waverley Wind Farm Limited by a party who is an issuer listed on the New Zealand Stock Exchange (or an overseas exchange approved by NZX Regulation for the purposes of eligibility to apply to NZX to list as an Overseas

	Listed issuer) will not (in either case) be deemed to be an assignment of the Customer's interest in this Agreement.
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Ngatamariki Geothermal Limited

Add Clause 17.1

17.1 Condition of Termination by Customer

The Customer must terminate Part B: Point Connection and Part C: Grid Connection by giving Transpower no more than three months' notice of termination immediately following Transpower advising the Customer in writing that Transpower's property rights:

- (a) at Nga Awa Purua Point of Connection; or
- (b) providing lawful access to the Nga Awa Purua Point of Connection;

have expired or have been cancelled or have otherwise terminated (under memorandum of sublease registered as instrument 9246356.2, deed granting a right of way registered as instrument 9067958.1, or otherwise), provided that the Customer will not be required to terminate pursuant to this clause where:
- (c) such property rights or access rights have expired, have been cancelled or have terminated by reason of any breach or default by Transpower of those property rights or access rights, unless the breach or default was a result (in whole or in part) of any act or omission of the Customer or its representatives or invitees;
- (d) Transpower's failure to renew a property right or access rights where Transpower has a right to renew that property right or access right.

Dannevirke SF Limited Partnership

DTA reference	Amendment
18(d)	Add at the end of paragraph (d): , and in either case this is not remedied within 10 Business Days of receipt of a notice requiring the failure to be remedied. Transpower will use reasonable endeavours to consult with the Customer before it terminates this Agreement under this clause 18(d);
18	Add at the end of 18: Despite clause 18(c), Transpower will not terminate this Agreement solely by reason of the appointment of a statutory manager to the Customer or solely by reason of a receiver, manager or administrator being appointed to the whole or

	a material part of the Customer's property. This provision does not limit Transpower's other rights to terminate this Agreement.
23.1	Add at the end of 23.1: Transpower will not unreasonably withhold its consent to: (a) an assignment by way of security of this Agreement to the security trustee on behalf of the Customer's financiers (Security Trustee); or (b) an assignment of this Agreement to the Security Trustee, or any other party, where the assignee demonstrates that it is (or is able to become) a registered participant (as defined in the Code) and Transpower is satisfied with the proposed credit support arrangements.