

30 April 2013

Andrew Peckham
Operations Manager
Mighty River Power
Andrew.peckham@mightyriver.co.nz

Dear Andrew

VARIATION TO USE OF SYSTEM AGREEMENT (UOSA) BETWEEN AUCKLAND INTERNATIONAL AIRPORT LIMITED ("AIAL") AND MIGHTY RIVER POWER LIMITED ("RETAILER") DATED 27 MARCH 2002.

1. We write to you in relation to recent discussions between us concerning varying the UoSA.
2. In October 2005, AIAL and the Retailer agreed to vary the UoSA to take into account, amongst other things, the use by AIAL and Mighty River Power Limited of the AIAL Retailer Procedures Manual, as that term is defined below. At the time of agreement, the variation was not formally documented. Accordingly, and in consideration of the mutual promises contained in this letter, we hereby agree to retrospectively vary the UoSA with effect from 1 November 2005 by way of this letter agreement pursuant to clause 27 of the UoSA as follows:
3. **CLAUSE 1.1 - DEFINITIONS**
Clause 1.1 of the UoSA shall be varied by:
 - 3.1 adding the following definitions:
 - (a) *"AIAL Nominated Data Contractor" means AIAL's current data administration contractor as nominated by AIAL from time to time and notified in writing to the Retailer."*
 - (b) *"AIAL Nominated Metering Contractor" means AIAL's current metering contractor as nominated by AIAL from time to time and notified in writing to the Retailer provided that when nominating such metering contractor, AIAL shall consult with and have due regard to the reasonable requests of the Retailer in relation to the identity of the metering contractor."*
 - (c) *"AIAL Retailer Procedures Manual" means, at any time, AIAL's then current version of the manual, a copy of which has been provided by AIAL to the Retailer and as may be amended or replaced from time to time upon written notice to the Retailer."*
 - (d) *"Registry" means the database of record formed pursuant to the MARIA Rules for the receipt and management of information from market participants."*
 - (e) *"Supplier's Network" means the electricity distribution network, owned by any Supplier, through which AIAL receives a supply of electricity."*



3.2 deleting the definitions of "Assessment Charge" and "Late Data Charge"; and

3.3 amending the definition of "NZEM Rules" by inserting the words underlined as follows:

"NZEM Rules" means the rules of the NZEM, as amended or substituted from time to time, or any other binding legal arrangement having a similar purpose.

4. **CLAUSE 3.5 TERMINATION**

4.1 By deleting the following words from clause 3.5:

"...this agreement will continue until 31 March 2004, and the Retailer will give written notice to each Customer that they need to arrange for another electricity supplier (and warrant to AIAL that this notice has been given) not less than 14 days' prior to 31 March 2004,..."

and replacing the above with the following words:

"this agreement will continue until terminated, unless..."

5. **CLAUSE 8 - READING OF METERING EQUIPMENT**

Clause 8 of the UoSA shall be varied as follows:

5.1 by inserting the following two sub-clauses into clause 8:

"8.1 **AIAL's requirements:** *The Retailer agrees to provide AIAL with consumption data for each Customer as set out in, and in accordance with the provisions of, the AIAL Retailer Procedures Manual.*"

"8.3 **Meter Reading Services:** *The Retailer shall be responsible for entering into arrangements to procure the reading of the Primary Metering Equipment in compliance with the AIAL Retailer Procedures Manual. The Retailer shall be deemed to have satisfied its obligations under this clause 8.3 if it enters into an agreement with AIAL's Nominated Metering Contractor in a form reasonably satisfactory to AIAL.*

5.2 by renumbering the remaining sub-clauses of clause 8 and by amending all references to clause 8, as appropriate; and

5.3 by amending new clause 8.4 by inserting the words underlined as follows:

"8.4 **Monthly reading by Retailer:** *The Retailer shall cause the Primary Metering Equipment to be read each month in accordance with the AIAL Retailer Procedures Manual to obtain the consumption and, if applicable, the demand information recorded by the Primary Metering Equipment for each Charging Period and for the information from such readings (and such ancillary information as AIAL may reasonably require) to be submitted to AIAL's Nominated Data Contractor in the Metering File Format by 4pm on the sixth Business Day following the end of the Charging Period to which the readings relate, at no cost to AIAL.*"

5.4 by deleting the following words from the end of clause 8.9:

"and the Retailer shall pay to AIAL the Late Data Charge and the Assessment Charge which shall be included in the invoice rendered to the Retailer for the Charging Period to which the assessment relates."

6. INFORMATION SHEETS

- 6.1 All references to "Customer Information Sheet" shall be replaced by references to "New Connection Information Sheet".
- 6.2 The proforma information sheet attached as Schedule 4 to the UoSA shall be replaced with the New Connection Information Sheet, attached as the annex to this letter agreement.

7. CLAUSE 16.2

The word "against" shall be inserted before the words "its judgment".

8. CLAUSE 17.2

Clause 17.2 shall be amended by inserting the words underlined as follows:

*"17.2 **AIAL not liable:** AIAL shall not in any circumstances be liable to the Retailer or a Customer for any loss or damage arising as a result of:..."*

9. CLAUSE 2, SCHEDULE 1 - CHARGES

Sub-clauses 2.2 and 2.3 shall be deleted in their entirety and sub-clause 2.4 shall be renumbered accordingly.

10. CLAUSE 1.1, SCHEDULE 3 – LOSS FACTORS

Clause 1.1 of Schedule 3 shall be varied to reflect current practice by being replaced by the following:

"The loss adjustment factors reflect the total losses incurred via the various components of the AIAL Distribution Network when electricity is conveyed through that network. The appropriate loss adjustment factors are as set out in the following table. The loss adjustment factors may be amended by AIAL from time to time as contemplated for reconciliation purposes:

<i>Capacity and Voltage Connection</i>	<i>Factor</i>	<i>Registry Code</i>
<i>Low Voltage Connection</i>	<i>1.038</i>	<i>LF1</i>
<i>High Voltage Connection</i>	<i>1.015</i>	<i>LF2</i>
<i>Vector Distribution Network</i>	<i>1.024</i>	<i>VECA4</i>

Note: For the avoidance of doubt, the loss adjustment factor for the Vector Distribution Network set out above is in addition to AIAL loss adjustment factors. The Vector loss adjustment factor may be amended by Vector from time to time."

11. SCHEDULE 5 - METERING INSTALLATION NOTICE

"AIAL" shall be inserted as the Metering CT Owner in the tenth row. A footnote shall be added to the text in this row as follows:

"AIAL will purchase all CTs which will remain the property of AIAL."

12. This letter agreement may be signed in two counterparts (including facsimile copies), both of which when taken together shall constitute one and the same instrument and a binding and enforceable agreement between the parties.





13. Please indicate your acceptance of the terms and conditions set out in this letter agreement by signing below in the space provided and returning a copy to AIAL.

Yours sincerely
Auckland Airport

A handwritten signature in black ink, appearing to read 'Vivek Rajendran'.

Vivek Rajendran
Commercial Manager - International Terminals
vivek.rajendran@aucklandairport.co.nz

We hereby concur with the terms of this letter agreement and agree to be bound by them.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

For and on behalf of Mighty River Power Limited

6/5/13

Dated

ANNEX 1
SCHEDULE 4
New Connection Information Sheet

- 1 Customer Name
- 2 Customer Address
- 3 Contract Person
- 4 Position
- 5 Contact Numbers Telephone
- Mobile
- Facsimile
- 6 Retailers name
- 7 Retailers address
- 8 Metering Required TOU/Non TOU
(cross out whichever is not applicable)
- 9 Provider of metering services
- 10 Nominated Maximum Demand
- (TOU Customers only)

Note: For the first 4 months the Maximum Demand = Maximum Capacity requested by the Customer.

This schedule is to be faxed to AIAL Attention: Roland Hill, Fax 256 8861



