
Appendix Two

China Rail Zhongji Group – Gisborne District Council
Heads of Agreement



BETWEEN
Gisborne District Council
吉斯伯恩地区政府

(Referred to as "GDC")
以下内容中将“吉斯伯恩地区政府”指代为“吉斯伯恩市政府”

AND
CHINA RAILWAY ZHONGJI HOLDING GROUP
中铁中基控股集团

(Referred to as "CRZJ")
以下内容中将“中铁中基控股集团”指代为“中铁中基”

HEADS OF AGREEMENT
协议书

Heads of Agreement dated this day of 2017
签署日期 2017 年 月 日

1. PARTIES

双方背景

- 1.1. Gisborne District Council is a Unitary Authority in New Zealand. It is a member of local government.

吉斯伯恩地区议会是作为新西兰地方政府的一个独立机构。

- 1.2. China Railway ZhongJi Holding Group is a national comprehensive group enterprise which main business covers a range of industries including project investment, real estate development, construction, industrial manufacturing, ecological agriculture, new energy technology, modern logistics, building materials trade, import and export trade , financial services, etc. holding by central enterprises , and CRZJ New Zealand ltd was just established this September.

中铁中基控股集团是中国国有央企控股的，以项目投资、地产开发、建筑施工、工业生产、生态农业、现代物流及进出口贸易、金融服务为一体的全国综合性大型企业集团，在今年9月刚刚设立了中铁中基中基控股集团（新西兰）有限公司。

2. BACKGROUND

合作内容

- 2.1. CRZJ wishes to fund some of GDC capital projects in the long term plan, which will include, but without limitation, construction of Inner Harbour Development, Waipaoa Flood Control Project, Olympic Pool, Wastewater Treatment Plant, Cycle & Walkway Projects, Roads, and other projects.

中铁中基有意愿投资吉斯伯恩市政府的长期基础设施建设工程，包括但不限于，内港湾发展项目，Waipaoa 防洪修建项目，奥林匹克游泳池项目，污水处理厂项目，公共自行车道和步道修建，以及公路项目等。

- 2.2. The purpose of this Agreement is to establish the strategic relationship between parties. Furthermore, CRZJ as a strategic partner, will work closely with EIBC (Export-Import Bank

of China) to provide the most favourable loans for the above construction and/or infrastructure projects, the annual fixed rate of 2.9%, and repayment period of 10 years.

本协议的目的是明确双方的战略合作关系。中铁中基作为战略合作方，将与中国进出口银行紧密合作，为以上所列举项目提供最优惠的基础设施建设贷款，年固定利率2.9%，还款期限10年。

- 2.3. CRZJ intends to partner with a local construction firm, therefore maximize the employment of local labour in the above construction and/or infrastructure projects.

中铁中基有意愿与当地建筑公司共同合作，并尽最大程度的聘请当地劳工完成以上基础设施建设工程。

- 2.4. ICBC (Industrial and Commercial Bank of China) offers comprehensive transactional banking and other services.

中国工商银行新西兰有限公司作为新西兰本地金融机构将提供全面的结算服务和其他金融服务。

3. ESTABLISHMENT OF STRATEGIC RELATIONSHIP
战略合作伙伴关系的建立

- 3.1. Both parties acknowledge that each will retain its own autonomy but acknowledge that the strategic partnering relationship will benefit both parties.

双方确认各方都会保留自己的自主权。但是承认这种战略合作关系，将通过扩大各自的业务空间使双方共同受益。

4. PRELIMINARY OBLIGATIONS
初步义务

- 4.1. As soon as practicable after this Agreement has been signed , GDC will furnish the project timetable, feasibility report, feasibility studies, design and construction programs, the actual construction cost and all other relevant information to CRZJ.

在本协议签订后，吉斯伯恩市政府将尽快提供以上项目的启动时间表、可行性报告论证、设计施工方案、具体工程实际造价等所有相关信息给中铁中基。

5. GOOD FAITH

合作诚信

- 5.1. The parties agree to take all reasonable steps to negotiate in good faith on all the terms of this Heads of Agreement and record that the following represents the understandings that have been reached to date on key terms of the Agreement:

双方同意采取一切合理措施，真诚地协调本协议书记录的所有条款，并遵循以下双方迄今已达成的协议的主要条款：

- a) CRZJ will carry out the work in accordance with GDC's Policy in terms of the procedure to large public capital works. Meanwhile, CRZJ wishes to work for the capital works projects with their Gisborne business partner according to above process.

中铁中基将按照吉斯伯恩市政府法律关于大型公共基础设施建设工作政策的正常操作流程开展工作。同时，中铁中基有意愿与当地合作公司共同合作完成以上操作流程。

- b) All engineering design, construction and acceptance inspection must comply with the New Zealand Standards.

所有的工程设计、施工、验收都必须符合以新西兰建筑工程标准规范。

6. CONFIDENTIALITY

保密条款

- 6.1. Both parties agree that, subject to legal requirements, they will not disclose any term of this Agreement or the progress of negotiations to any third party other than their professional advisers. Furthermore, they will not make any public announcement or issue any publicity about this Memorandum without the prior written approval of the other party. Nor will either party permit its advisors to do so.

双方同意，在不违反法律规定，他们不会透露该协议书的任何条款和谈判的进展，透露给自己的专业顾问除外。此外，在未经另一方事先书面批准的情况下，任何一方都不要做出任何公告或对有关本备忘录进行任何宣传。任何一方也不会允许其顾问有此行为。

7. MISCELLANEOUS
其它

- 7.1. All notices to either party shall be deemed to have been received if sent by either email and/or facsimile to the party's registered or head office and evidence of same been sent and not rejected shall be sufficient evidence of service.

所有通知任何一方的信件，如果是通过电子邮件传送或者是传真到注册地址或总部，此信件应被视为送达。如果有相关证据显示被送达和没有被拒收，此信件同样被视为送达。

- 7.2 The agreement is written in both English and Chinese and both languages shall be equally authentic. In case of any discrepancy between two languages, the English version shall prevail.

本合同以英文和中文书写，二种文字具有同等效力。二种文本如有差异时，以英文文本为准。

SIGNED by

Mayor of Gisborne District Council

新西兰吉斯市政府市长

Signature: 签名 _____

SIGNED by

Chairman of China Railway Zhongji Holding Group

中铁中基中基控股集团董事长

Signature: 签名 _____

This Heads of Agreement is dated the _____ day of _____ 2017
该协议书签署日期为 _____ 2017年 _____ 月 _____ 日