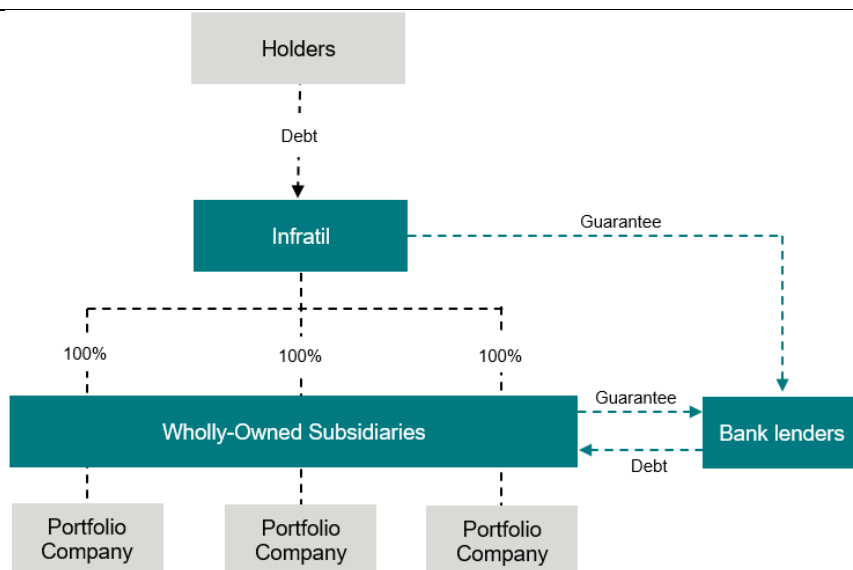


## Summary of Key Bond Terms (other than IFTHA Bonds)

<b>Issuer</b>	Infratil Limited (“Infratil”).
<b>Credit Rating</b>	Unrated
<b>Instruments</b>	Unsecured, unsubordinated fixed rate bonds or rate reset bonds (“Infrastructure Bonds”).
<b>Financial Covenant (Liabilities to Assets Ratio)</b>	Infratil has agreed for the benefit of Bondholders that, on the last day of each financial year and financial half-year of Infratil (and in certain other circumstances), Borrowed Money Indebtedness of the Issuer Group (being Infratil and certain of its 100% owned subsidiaries) will not exceed 50% of Tangible Assets of Infratil and its subsidiaries as at that date.
<b>Quotation</b>	Infratil's bonds are quoted on the NZDX - see bond listings here
<b>Ranking of Infrastructure Bonds</b>	<p>The Infrastructure Bonds are unsecured and unsubordinated debt obligations of Infratil. This means that in a liquidation of Infratil your rights and claims as a Holder:</p> <ul style="list-style-type: none"> <li>(a) will rank after the claims of (i) secured creditors of Infratil (if any), and (ii) creditors of Infratil who are preferred by law (e.g. the Inland Revenue Department in respect of unpaid tax);</li> <li>(b) will rank equally with the claims of all other unsecured, unsubordinated creditors of Infratil; and</li> <li>(c) will rank in priority to the claims of (i) subordinated creditors of Infratil (if any) (being creditors who have agreed to accept a lower priority in respect of their claims in a liquidation of Infratil), and (ii) shareholders.</li> </ul> <p>Infratil is a holding company with investments in various companies. Holders have no claims against, or recourse to the assets of, any of those companies. Infratil's ability to make timely payments on the Infrastructure Bonds is dependent on the returns it receives from its investments, its capital structure and the quality of its management.</p> <p>In a liquidation of the Infratil group, creditors of Infratil's subsidiaries and associates (including lenders) would have to be paid out in full before the distribution of any residual assets to Infratil's liquidator (claiming as shareholder in the companies). Only these residual assets would be available to Infratil's liquidator and therefore Infratil's creditors (including Holders).</p> <p>As an example of this, the diagram below illustrates the position of Holders relative to the banks which provide loan facilities to Infratil's Wholly-Owned Subsidiaries.</p>



As illustrated in the diagram above, Infratil has a range of Wholly-Owned Subsidiaries, which hold Infratil's investments in its Portfolio Companies. The bank lenders who provide loan facilities to the Wholly-Owned Subsidiaries have direct claims on both Infratil and those Wholly-Owned Subsidiaries. Holders have a claim on Infratil, but have no claims against, or recourse to the assets of, the Wholly-Owned Subsidiaries or the Portfolio Companies. This means that in a liquidation of the Infratil group:

- all creditors of each Portfolio Company (including any lenders) would have to be paid in full before any residual assets could be distributed to the relevant Wholly-Owned Subsidiary;
- all creditors of each Wholly-Owned Subsidiary (including the bank lenders) would have to be paid in full before any residual assets could be distributed to Infratil; and
- therefore, only the residual assets of the Portfolio Companies and Wholly-Owned Subsidiaries, after the claims of all of their creditors have been satisfied in full, would be available to Infratil's liquidator and therefore Infratil's creditors (including Holders).

Infratil is also subject to other restrictions in its bank loan facilities that limit the value of cash and other assets it may hold (other than shares and other securities held in, or loans to, the Wholly-Owned Subsidiaries).

<b>No Guarantee</b>	The Infrastructure Bonds are not guaranteed by any member of the Infratil group or any other person.
<b>Interest Suspension and Dividend Stopper</b>	<p>Infratil may suspend the payment of interest where an Interest Suspension Event exists. If the payment of interest is suspended:</p> <p>(a) interest will continue to accrue (without compounding) and will be paid by Infratil when the Interest Suspension Event ceases to exist; and</p> <p>(b) Infratil will not pay or make any distribution to shareholders or provide any financial assistance for the acquisition of shares in Infratil.</p>
<b>Interest Suspension Events</b>	<p>In summary, an Interest Suspension Event may occur if:</p> <p>(a) the interest payment would be likely to breach the solvency test in section 4 of the Companies Act 1993;</p>

	(b) the interest payment would be likely to result in a breach of the terms or conditions of other financial indebtedness incurred by Infratil or certain of its subsidiaries; or
	(c) the interest payment would be likely to result in a breach of any other legal obligation by Infratil or certain of its subsidiaries.
<b>Issuer Early Redemption Rights</b>	Infratil has the right to redeem all or some of the Infrastructure Bonds prior to the Maturity Date. Infratil may not exercise this right if:
	(a) an event of default under the Trust Deed exists; or
	(b) the notice of early redemption is given at a time on or after the day falling 25 Business Days before the Maturity Date.