

DEED CONSTITUTING A SERIES SUPPLEMENT

DEED dated 30 September 2015 between INFRATIL LIMITED and TRUSTEES EXECUTORS LIMITED constituting a Series Supplement (in respect of a Series of Bonds to be known as "Series 2023-1") under the trust deed dated 11 November 1999 as amended and restated on 12 August 2015 between Infratil Limited and Trustees Executors Limited ("Trust Deed").

1. **Maturity Date:** 15 September 2023.
2. **Interest Rate:** 5.25% per annum.
3. **Interest Payment Dates:** 15 March, 15 June, 15 September and 15 December of each year until and including the Maturity Date (commencing on 15 December 2015).
4. **Holder's Conversion Option:** Not applicable.
5. **CP or Conversion Percentage:** Not applicable.
6. **HCP or Holder's Conversion Percentage:** Not applicable.
7. **Series Reference:** Series 2023-1.

Additional terms: The following terms apply to Series 2023-1 (and the Trust Deed is modified accordingly):

8. **Definitions:** In this Series Supplement:

"Broken Interest Period" means, in respect of each Series 2023-1 Bond:

- (a) the period from (and including) the Commencement Date to (but excluding) the first Interest Payment Date ("**First Payment Period**"); and
- (b) if the Series 2023-1 Bond is redeemed (i) at the election of a Holder in accordance with clauses 6.2(d)(ii) or in accordance with paragraph 15 of this Series Supplement or (ii) at the election of the Issuer in accordance with clause 6.1(k) and (l) of the Trust Deed, in each case, prior to the Maturity Date on a day that is not an Interest Payment Date, the period from (and including) the most recent Interest Payment Date (or the Commencement Date if the first Interest Payment Date has not occurred) to (but excluding) the date of redemption ("**Early Termination Period**").

"Commencement Date" means in respect of each Series 2023-1 Bond, the date on which the initial Holder's subscription moneys were banked by the Registrar into the trust account operating in respect of the Series 2023-1 Bonds.

"Issue Date" means, in respect of each Series 2023-1 Bond, the date on which the Series 2023-1 Bond is issued.

9. **Series 2023-1 Bonds are not Convertible:**

- (a) The Series 2023-1 Bonds are not Convertible in any circumstance (whether at the election of the Issuer or the Holder), and the definition of "Bond" in the Trust Deed shall be construed accordingly in relation to the Series 2023-1 Bonds.
- (b) Clauses 6.1(a), 6.2(d)(i) and 16.4 of the Trust Deed shall not apply in relation to the Series 2023-1 Bonds.

10. **Interest payments:** Other than in respect of a Broken Interest Period, interest will be paid in respect of each Series 2023-1 Bond in equal amounts on each Interest Payment Date, calculated in accordance with the following formula:

$$\frac{\text{Interest Rate} \times \text{Face Value}}{4}$$

and clause 5.1(c) of the Trust Deed shall not apply.

11. **Accrual of interest in respect of Broken Interest Periods:** Interest in respect of each Series 2023-1 Bond for a Broken Interest Period will accrue in accordance with the following formula:

$$\text{Interest Rate} \times \text{Face Value} \times \frac{N}{365}$$

Where:

"N" means:

- (a) in respect of the First Payment Period, the number of days from (and including) the Commencement Date to (but excluding) the first Interest Payment Date; and
 - (a) in respect of an Early Termination Period, the number of days from (and including) the most recent Interest Payment Date (or the Commencement Date if the first Interest Payment Date has not occurred) to (but excluding) the date of redemption.
12. **First interest payment to initial subscriber:** The interest payment on the first Interest Payment Date will be made to the initial Holder of the Series 2023-1 Bond regardless of any transfer of the Series 2023-1 Bond prior to the first Interest Payment Date.
13. **Financial covenant:** The Issuer covenants for the benefit of Holders of Series 2023-1 Bonds and, until such time as all of the Series 2023-1 Bonds have been redeemed in accordance with the Trust Deed, the Supervisor that, on the last day of each financial year and half-year of the Issuer (and, if at any time the Issuer has covenanted with any bank to comply with a balance sheet financial covenant on a day other than the last day of each financial year and half-year, then during the currency of that covenant such additional day or days) during the currency of Series 2023-1 Bonds, Borrowed Money Indebtedness of the Issuer Group shall not exceed 50% of Tangible Assets as at that date.
14. **Redemption:** The Issuer shall redeem each Series 2023-1 Bond for cash at its Face Value on the Maturity Date.
15. **Clause 8.2 replaced:** In relation to the Series 2023-1 Bonds, clause 8.2 of the Trust Deed shall not apply and the following clause shall apply in its place:

Declaration by Supervisor: At any time after the occurrence of any event specified in clause 8.1 (other than an event specified in clause 7.2(b) (only to the extent it relates to a breach by the Issuer to use its reasonable endeavours to ensure that the Ordinary Shares remain Quoted) or clause 7.2(g)), and while that event is continuing, the Supervisor may in its discretion and shall forthwith upon being directed to do so by a Special Resolution, by notice to the Issuer declare the Face Value of all Series 2023-1 Bonds together with accrued interest thereon (including any interest the payment of which has been suspended pursuant to clause 5.3) to be immediately due and payable, whereupon the Issuer shall immediately pay to the Holders of the Series

2023-1 Bonds the Face Value of the Series 2023-1 Bonds and accrued interest at the applicable Interest Rate to the date of redemption.

Nothing in this paragraph 15 affects the operation of clause 8.2 of the Trust Deed in respect of Bonds that are not Series 2023-1 Bonds.

- 16. **Interpretation:** Terms defined in the Trust Deed have the same meaning when used in this Series Supplement (except where modified herein or the context otherwise requires).
- 17. **Confirmation:** The Issuer confirms that as at the date this Series Supplement is signed by the Issuer, the Issuer has, to the best of its knowledge and belief, complied with all material terms of the Trust Deed.

SIGNED as a DEED for and on behalf of INFRATIL LIMITED by its Attorney)


Signature

Phillippa Harford in the presence of


Witness signature

SARAH MARIE PORTER
Full name

5 FRANDI ST, WELLINGTON
Address

ACCOUNTANT
Occupation

SIGNED as a deed by TRUSTEES EXECUTORS LIMITED by:


Signature of Director/Authorised Signatory

Robert Gatward

Name of Director/Authorised Signatory



Signature of Director/Authorised Signatory

Stuart McLaren

Name of Director/Authorised Signatory

and witnessed by:


Signature of witness

Rakesh Patel

Name of witness

ACCOUNTANT
Occupation

WELLINGTON
City/town of residence



(TS2015-161 (1x2))



Section 108 FMCA Certificate

30 September 2015

TO: Infratil Limited
5 Market Lane
PO Box 320
Wellington 6140
Attention: Fiona Cameron

TRUSTEES EXECUTORS LIMITED gives this certificate as the Supervisor under the Trust Deed ("Trust Deed") dated 11 November 1999 as amended and restated on 12 August 2015 between Infratil Limited as issuer ("the Issuer") and Trustees Executors Limited as supervisor ("the Supervisor") and the "Deed Constituting A Series Supplement" dated 30 September 2015 ("Deed") between the Issuer and the Supervisor and which Deed is an amendment of the Trust Deed.

In terms of the Trust Deed and Section 108 of the Financial Markets Conduct Act 2013, the Supervisor hereby certifies:

1. that the Supervisor is satisfied that the amendments effected by the Deed do not have a material adverse effect on the holders of the Infratil Bonds; and
2. that the Trust Deed, as amended by the Deed, will comply with Sections 104 to 106 (inclusive) of the Financial Markets Conduct Act 2013.

SIGNED for an on behalf of
TRUSTEES EXECUTORS LIMITED)

Robert Gatward
Business Manager
Wellington