

Dated 22 October 2026

**DEED OF AMENDMENT OF
MASTER TRUST DEED**

CONTACT ENERGY LIMITED

**THE NEW ZEALAND GUARDIAN TRUST
COMPANY LIMITED**

DATED this 22nd day of October 2026

BETWEEN

- (1) **CONTACT ENERGY LIMITED** (company number 660760) (the **Issuer**)
- (2) **THE NEW ZEALAND GUARDIAN TRUST COMPANY LIMITED** (company number 115240)
(the **Supervisor**)

BACKGROUND

- A. The Issuer and the Supervisor are parties to the amended and restated Master Trust Deed dated 21 August 2015 (as amended by deed of amendment dated 1 November 2016 and deed of amendment dated 15 February 2019, and as further amended from time to time, the **Master Trust Deed**).
- B. The Issuer has issued, and may in the future issue, one or more Series under the Master Trust Deed, each constituted by a Supplemental Trust Deed (each a **Series STD**).
- C. The Issuer wishes to be able to give notices and other communications under the Master Trust Deed and the Conditions of any Listed Series by way of NZX market announcement, subject to the Issuer also giving that notice or communication to each Holder by email or courier, as more particularly provided in this deed.
- D. The Issuer and the Supervisor have agreed to amend the Master Trust Deed on the terms set out in this deed.
- E. The Supervisor has agreed that it is within its powers to amend the Master Trust Deed, and to consequentially amend each Series STD without the consent of Holders on the ground set out in clause 21.2(a)(i)(A) of the Master Trust Deed (being that the amendment is of a minor, formal, administrative or technical nature). The Supervisor has also determined that the amendment does not have a material adverse effect on Holders of any Retail Series, as required by clause 21.2(a)(ii) of the Master Trust Deed and section 108(2)(a)(ii) of the FMCA.
- F. The Issuer is of the opinion that the amendment will not be materially prejudicial to the interests of Holders of any Series, as required by clause 21.2(a) of the Master Trust Deed.

TERMS OF THIS DEED

1. INTERPRETATION

- 1.1 **Definitions in Master Trust Deed:** In this deed, except to the extent varied by this deed and unless the context requires otherwise, words and terms defined in the Master Trust Deed shall have the same meaning when used in this deed.
- 1.2 **Miscellaneous:** Except to the extent that the context requires otherwise, the interpretation provisions in clauses 1.1 to 1.4 of the Master Trust Deed shall apply to this deed.

2. AMENDMENT

- 2.1 **Amendment:** The parties agree that, with effect from the date of this deed, clause 27 of the Master Trust Deed shall be amended by inserting a new clause 27.2 after clause 27.1 as follows, and by renumbering the subsequent clauses within the relevant section of the Master Trust Deed:

*"27.2 **NZX Announcement:** Without limiting clause 27.1, where the Issuer is required or permitted to give a notice or other communication under this Deed or the Conditions of a Series (an **Issuer Communication**) to Holders of a Listed Series, the Issuer Communication will be deemed to be given to those Holders on the date on which the Issuer publishes the Issuer Communication via the NZX market announcement platform, provided that, if the Issuer elects to effect delivery of an Issuer Communication in this manner, the Issuer must also, on the date of that NZX announcement, send the Issuer Communication to each such Holder:*

- (a) by electronic mail (where that Holder has an electronic mail address for correspondence entered in the Register); or*
- (b) by courier for delivery on the next Business Day (where that Holder only has a physical address for correspondence entered in the Register)."*

- 2.2 **Amendment affects all Series:** To avoid doubt, the amendment effected by clause 2.1 shall apply in relation to all Series that are Listed Series, including those already on issue prior to the date of this deed and, to the extent that it is inconsistent with any Series STD for a Listed Series, that Series STD shall also be amended accordingly.
- 2.3 **No effect on non-Listed Series:** For the avoidance of doubt, this new clause 27.2 does not apply in relation to any Series that is not a Listed Series, and notices and other communications to Holders of any such Series continue to be given in accordance with clause 27.1.
- 2.4 **Continuing Agreement:** Except to the extent amended by this deed, the Master Trust Deed and each Series STD remains in full force and effect.

3. GENERAL

- 3.1 **Transaction Document:** The parties agree that this deed is a Transaction Document.
- 3.2 **Counterparts:** This deed may be signed in any number of counterparts (including electronic copies) each of which is deemed an original, and all of which, when taken together, will constitute one and the same instrument. A party may enter into this deed by executing any counterpart.
- 3.3 **Delivery:** Without limiting any other mode of delivery this deed will be delivered by each party on the earlier of:
- (a) physical delivery of an original of this deed, executed by each party, into the custody of each other party or its solicitors; or
 - (b) transmission by each party, its solicitors or any other person authorised in writing by that party of a facsimile, photocopied or scanned copy of an original of this deed, executed by that party, to each other party or its solicitors.

- 3.4 **Governing Law:** This deed shall be governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

EXECUTION

**EXECUTED as a DEED for and on behalf)
of CONTACT ENERGY LIMITED)**

in the presence of)

Witness signature

Full name

Address

Occupation

Authorised Signatory

**EXECUTED as a DEED for and on behalf)
of THE NEW ZEALAND GUARDIAN)
TRUST COMPANY LIMITED)**

Authorised Signatory

Authorised Signatory

in the presence of)

Witness signature

Full name

Address

Occupation

EXECUTION

EXECUTED as a DEED for and on behalf)
of CONTACT ENERGY LIMITED)
)

in the presence of)

Authorised Signatory

Witness signature

Full name

Address

Occupation

EXECUTED as a DEED for and on behalf)
of THE NEW ZEALAND GUARDIAN)
TRUST COMPANY LIMITED)

in the presence of)

Authorised Signatory

TREVOR PYE

Authorised Signatory

PAMELA WONG

ACT # 4493

Witness signature

Full name

Address

Occupation