

Dated 15 February 2019

DEED OF AMENDMENT OF  
MASTER TRUST DEED

CONTACT ENERGY LIMITED

THE NEW ZEALAND GUARDIAN TRUST  
COMPANY LIMITED

DEED made on 15 February 2019

**BETWEEN**

1. **CONTACT ENERGY LIMITED** (the Issuer)
2. **THE NEW ZEALAND GUARDIAN TRUST COMPANY LIMITED** (the Supervisor)

**BACKGROUND**

- A. The parties to this deed are parties to a Master Trust Deed dated 23 February 2009 and amended and restated on 21 August 2015 and amended on 1 November 2016 (Master Trust Deed).
- B. The Issuer has issued a number of Series under the Master Trust Deed, each constituted by a Supplemental Trust Deed (each a **Series STD**).
- C. The Issuer and the Trustee have agreed to amend the Master Trust Deed on the terms set out in this deed.
- D. The Supervisor has agreed that it is within its powers to amend the Master Trust Deed 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 the Holders, as required by clause 21.2(a)(ii) of the Master Trust Deed and section 108(2)(a)(ii) of the FMCA.
- E. The Issuer is of the opinion that the amendment will not be materially prejudicial to the interests of Holders, 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 herein.
- 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 to Method of payment:** With effect from the date of this deed, clause 9.2 of the Master Trust Deed shall be amended to read as follows:

"(a) A Holder may, by notice to the Registrar for the relevant Series, request the Registrar to make payments in respect of any Note held by it to a specified bank account and may at any time cancel or amend any notice so given. No such notice, or cancellation or amendment of a notice, will have effect in respect of any payment unless received by the Registrar before the Record Date for that payment. In the absence of any such notice, payments in respect of each Note will may be made by posting a cheque to the address of the relevant Holder appearing in the Register at the Holder's risk. Any

notice given under this clause 9.2(a) will be deemed to be automatically cancelled upon transfer of all or part of a Note. A notice from one of several Holders of the same Notes shall be deemed to be given by all such Holders. For the avoidance of doubt, neither the Registrar nor the Issuer is under any obligation to make any payment by cheque.

(b) If, for whatever reason, at any time a Holder has not provided notice of a specified bank account under clause 9.2(a), any payments in respect of any Note to that Holder will be deemed to be unclaimed money for the purposes of clause 9.4, unless the Registrar and the Issuer determine to make any such payment by cheque to the address of the relevant Holder appearing in the Register at the Holder's risk (noting that neither the Registrar nor the Issuer is under any obligation to make any payment by cheque)."

2.2 **Amendment to Unclaimed payments:** With effect from the date of this deed, clause 9.4 of the Master Trust Deed shall be amended so that:

(a) the words "at its address last entered in the Register is returned unclaimed" in sub-clauses 9.4(a) and 9.4(b) shall be deleted and replaced with the words "is unclaimed or returned unclaimed"; and

(b) the words "(unless the Registrar or the issuer has in the meantime received notice of a change of address to be entered in the Register)" in sub-clauses 9.4(a) and 9.4(b) shall be deleted and replace with the words "(unless the Registrar or the Issuer has in the meantime received notice from the Holder of a specified bank account in accordance with clause 9.2, or other payment instructions that are acceptable to the Issuer and the Registrar (at their sole discretion))".

2.3 **Amendment affects all Series:** To avoid doubt, the amendment effected by clause 2.1 and 2.2 shall apply in relation to all 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 that Series STD shall also be amended accordingly.

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 counterparts, each of which when taken together will constitute one and the same instrument. Each party may enter into this deed by signing any such counterpart copy. The parties may sign a counterpart copy of this deed by photocopying a facsimile or a scanned copy of this deed and signing that photocopy. The transmission by facsimile or email by a party to the other of a counterpart copy of this deed signed by that party shall be deemed proof of signature of the original and the signed facsimile or a scanned copy so transmitted shall be deemed to be an original.

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.

EXECUTED as a DEED

Contact Energy Limited by

K/C  
Witness Signature

Kirsten Clayton  
Print Name

Lawyer  
Occupation

Wellington  
Address

D Barnes  
Authorised Signatory  
DENNIS BARNES, CEO  
Print Name

Signed for and on behalf of The  
New Zealand Guardian Trust  
Company Limited  
by its authorised signatories in the  
presence of:

WCT 299

*M. Tucker*

Authorised Signatory

Marisa Lyn Tucker

Print Name

*[Signature]*

Witness to both Signatures

PRIYANKA PATEL

Print Name

Analyst

Occupation

Wellington

Address

*[Signature]*

Authorised Signatory

John Bremner Sewell

Print Name