

Supplemental deed amending the debenture stock and unsecured notes trust deed dated 22 May 1986 (as previously amended and restated)

PARTIES

UDC Finance Limited
Company

Trustees Executors Limited
Supervisor

DEED dated 21 June 2017

PARTIES

UDC Finance Limited
("Company")

Trustees Executors Limited
("Supervisor")

INTRODUCTION

- A. The Company and the Supervisor are parties to a debenture stock and unsecured notes trust deed dated 22 May 1986 (as most recently amended and restated by a deed dated 20 June 2016) ("**Original Deed**").
- B. The Company and the Supervisor wish to amend the Original Deed on the terms set out in this deed.
- C. The Supervisor consents to the amendment of the Original Deed on the terms contained in this deed on the basis that:
- (a) in accordance with section 7.1.2(a)(i) and clause 14.2.5 of Schedule 2 of the Original Deed, the amendment has been approved by a Special Resolution of each Class of Holders that is or may be adversely affected by the amendment;
 - (b) in accordance with clause 14.2 of Schedule 2 of the Original Deed, ANZ Bank New Zealand Limited (being the sole Holder of First Ranking Security Stock) has signified its approval to the amendment of the Original Deed on the terms contained in this deed; and
 - (c) in accordance with section 7.1.2(b) of the Original Deed, the Supervisor has received an opinion from Russell McVeagh that the Original Deed as amended by this deed will comply with sections 104 to 106 of the FMCA on the basis set out in the opinion.

COVENANTS

1. INTERPRETATION

- 1.1 **Definitions:** Words and expressions that are defined in the Original Deed have the same meanings when used in this deed, unless the context otherwise requires.
- 1.2 **Interpretation:**
- (a) Headings are inserted for convenience only and do not affect the interpretation of this deed.
 - (b) Unless the context otherwise requires the singular includes the plural and vice versa and words denoting individuals include other persons and vice versa.
 - (c) A reference to any document includes reference to that document as modified, novated, supplemented, varied or replaced from time to time.

- (d) A reference to any party to a document includes its successors and permitted assigns.

2. AMENDMENT OF THE ORIGINAL DEED

- 2.1 **Amendment:** With effect from the date of this deed, the Original Deed shall be amended by inserting the following after section 2.5 of the Original Deed:

2.5A **Early Redemption of Securities by the Company**

- 2.5A.1 In this clause 2.5A, unless the context otherwise requires:

"ANZ Product" means, in relation to a Security, a debt security issued by ANZ Bank on terms that ANZ Bank considers to be materially the same (as set out in the "Notice of Meeting and other relevant information for Holders" dated 25 May 2017 distributed by the Company) as the terms of that Security.

"Cash Redemption" means, in relation to a Security, the Redemption Amount for that Security is paid to, or at the direction of, the Holder.

"Early Redemption Date" means the date specified by the Company as the Early Redemption Date in the Election Notice.

"Election Notice" means the notice issued by the Company in accordance with clause 2.5A.4.

"holding company" has the meaning given to that term in the Companies Act.

"Redemption Amount" means, in relation to a Security, the Principal (being 100% of the nominal amount of the Security), together with any accrued but unpaid interest.

"Reinvestment Amount" means, in relation to a Security, the Redemption Amount reduced by the amount of any withholding tax or other deductions applicable to such amount.

"Securities" means Securities as defined in clause 1.3 other than Security Stock.

"Share Sale" means the proposed transfer of all of the shares that ANZ Bank holds in the Company to TIP-HNA New Zealand Holdings Limited (as HNA Group (International) Company Limited's nominee).

"subsidiary" has the meaning given to that term in the Companies Act.

- 2.5A.2 At any time that the Company is a subsidiary of ANZ Bank or of a holding company of ANZ Bank, the Company may elect to redeem all (but not some only) Securities of the Company that are outstanding on the Early Redemption Date by paying the Redemption Amount for each Security. Other than the requirement to give an Election Notice to each affected Holder in accordance with clause 2.5A.4, there are no pre-conditions to the Company's right to exercise the option under this clause 2.5A.2 and the Company may exercise the option in its absolute discretion. For the avoidance of doubt, the Early Redemption Date specified for the purposes of this clause 2.5A.2 may be before, on or after the date on which the Company ceases to be a subsidiary of ANZ Bank and also of every holding company of ANZ Bank, provided that the Election Notices are sent in accordance with clause 2.5A.4.

- 2.5A.3 If the Share Sale completes, on the Early Redemption Date the Company must redeem all (but not some only) Securities of the Company that are outstanding on that date by paying the Redemption Amount for each Security.
- 2.5A.4 Before the Company redeems the Securities in accordance with this clause 2.5A, the Company must give an Election Notice to the Supervisor and each affected Holder. The Election Notice must:
- (a) specify the Early Redemption Date;
 - (b) specify any conditions to redemption of the Securities, provided that, in the case of redemption under clause 2.5A.3, any such conditions will be deemed to be satisfied on completion of the Share Sale;
 - (c) be sent:
 - (i) no less than 15 days prior to the Early Redemption Date; and
 - (ii) before the Company ceases to be a subsidiary of ANZ Bank and also of every holding company of ANZ Bank;
 - (d) request each Holder to elect whether, upon redemption in relation to each of the Holder's Securities, to have:
 - (i) the Security converted into an ANZ Product; or
 - (ii) Cash Redemption; and
 - (e) state the manner and timeframe for Holders making that election.
- 2.5A.5 Unless the Election Notice provides otherwise, if any conditions to redemption were specified in the Election Notice and have not been satisfied (including deemed to be satisfied) by the close of business on the business day immediately preceding the Early Redemption Date, the Election Notice will be deemed to be revoked at that time. The revocation of an Election Notice does not prevent another Election Notice being given and does not affect the Company's obligations under clause 2.5A.3.
- 2.5A.6 Except in the case of an Election Notice which has been revoked pursuant to clause 2.5A.5, on the Early Redemption Date, the Company must redeem each outstanding Security and:
- (a) if the Company has:
 - (i) received (within the time specified in the Election Notice) the Holder's validly completed election to have the Holder's Security converted into an ANZ Product; or
 - (ii) not received a validly completed election from a Holder within the time specified in the Election Notice,
- the Company must:

- (iii) pay the Reinvestment Amount to ANZ Bank, on behalf of the Holder; and
 - (iv) procure ANZ Bank to immediately issue an ANZ Product having a nominal amount equal to the Reinvestment Amount to the Holder; or
 - (b) if the Company has received (within the time specified in the Election Notice) the Holder's validly completed election for Cash Redemption, pay the Redemption Amount in accordance with the Holder's instructions set out in the election.
- 2.5A.7 Each Holder that has a Security converted into an ANZ Product in accordance with clause 2.5A.6 irrevocably:
- (a) directs UDC to pay the Reinvestment Amount for that Security to ANZ Bank, consents to becoming a holder of the ANZ Product and agrees to be bound by the terms and conditions of the ANZ Product;
 - (b) acknowledges and agrees that it is obliged to accept the ANZ Product notwithstanding anything that might otherwise affect the ANZ Product including any change in the financial position of ANZ Bank or any disruption to capital markets;
 - (c) agrees that the Company may provide information about the Holder to ANZ Bank; and
 - (d) acknowledges that the Company has discharged its obligation to procure ANZ Bank to immediately issue ANZ Products to the Holder by entering into an agreement with ANZ Bank under which ANZ Bank agrees to issue the ANZ Products.
- 2.5A.8 The accidental omission to give an Election Notice in accordance with clause 2.5A.4, or the non-receipt of an Election Notice by any person entitled to receive one, shall not affect the redemption of any Securities and issuance of ANZ Products in accordance with this clause 2.5A.
- 2.5A.9 This clause 2.5A does not affect the rights of Holders of Security Stock.
- 2.5A.10 Notwithstanding anything to the contrary in this Deed, upon receipt of proof to the reasonable satisfaction of the Supervisor that:
- (a) all Securities have been redeemed in full;
 - (b) all Security Stock has been redeemed or released in full; and
 - (c) no other amounts are outstanding under this Deed,
- the Supervisor must, at the cost of the Company, release or transfer to the Charging Group the Charged Assets free and discharged from the Charges created by or pursuant to this Deed. The Company and the Supervisor must then terminate this Deed.

2.2 **Confirmation:** Except to the extent amended and restated by this deed, the Original Deed continues in full force and effect.

3. COUNTERPARTS

3.1 This deed may be signed in counterpart copies, both of which will together constitute one and the same instrument, and either of the parties may execute this deed by signing any such counterpart.

4. GOVERNING LAW

4.1 This deed shall be governed by, and construed in accordance with, the laws of New Zealand.

EXECUTION
Executed as a deed

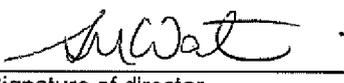
SIGNED on behalf of **UDC FINANCE LIMITED** by:



Signature of director

Mark Hiddleston

Name of director



Signature of director

Antonia Watson

Name of director

The Supervisor

SIGNED by **Trustees Executors Limited**
under its common seal:

Signature of authorised signatory

Name of authorised signatory

in the presence of:

Signature of witness

Name of witness

Occupation

City/town of residence

Signature of authorised signatory

Name of authorised signatory

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3.1 This deed may be signed in counterpart copies, both of which will together constitute one and the same instrument, and either of the parties may execute this deed by signing any such counterpart.

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EXECUTION

Executed as a deed

SIGNED on behalf of **UDC FINANCE LIMITED** by:

Signature of director

Signature of director

Name of director

Name of director

The Supervisor

SIGNED by **Trustees Executors Limited** under its common seal:

Signature of authorised signatory

Matthew Joseph Band

Name of authorised signatory

Signature of authorised signatory

Shahzad Contractor

Name of authorised signatory

in the presence of:

Signature of witness

Name of witness **Ivy Wang**
Kiwisaver Administrator
Trustees Executors Limited

Occupation **AUCKLAND**

City/town of residence



2017/067
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