

# Amendment and Restatement Deed relating to Supplemental Trust Deeds

Z Energy Limited (Issuer)

Z Energy Limited, Z Energy 2015  
Limited, Harbour City Property  
Investments Limited and Challenge  
Petroleum Limited (the Guarantors)

Trustees Executors Limited (the  
Supervisor)



## AMENDMENT AND RESTATEMENT DEED RELATING TO SUPPLEMENTAL TRUST DEEDS

Date: *20 July* 2016

### PARTIES

**Z Energy Limited** (the *Issuer*)

**Z Energy Limited, Z Energy 2015 Limited, Harbour City Property Investments Limited and Challenge Petroleum Limited** (the *Guarantors*)

**Trustees Executors Limited** (the *Supervisor*)

### BACKGROUND

- A The Issuer and the Supervisor (among others) are parties to a Master Trust Deed dated 11 August 2010, as amended by deed dated 21 September 2015 and amended and restated on or about the date of this deed (the *Master Trust Deed*).
- B The Issuer and the Supervisor are parties to:
- B.1 a Supplemental Trust Deed for Series 2018-1 Bonds dated 24 June 2011 as amended and restated by deed dated 4 July 2013 (*2011 STD*); and
  - B.2 a Supplemental Trust Deed for Series 2019-1 Bonds dated 4 July 2012 as amended by deed dated 4 July 2013 (*2012 STD*),
- (together, the *Supplemental Trust Deeds*).
- C The parties to this deed have agreed to amend and restate the terms of the Supplemental Trust Deeds to remove historic provisions on the terms and conditions set out in this deed.
- D Clause 22.2(a)(v) of the Master Trust Deed permits an amendment to the Supplemental Trust Deeds without the consent of Holders if the Issuer and the Supervisor are satisfied that the amendment is not, and is not likely to become, materially prejudicial to the interests of the Holders of the Bonds.

**THE PARTIES AGREE** as follows:

#### 1 INTERPRETATION

##### 1.1 Definitions

In this document, unless the context requires otherwise, words and expressions defined, and references construed, in the Master Trust Deed and the Supplemental Trust Deeds (as amended by this document) and not otherwise defined or construed in this document have the same meanings and constructions when used in this document. In addition, unless the context requires otherwise, *Effective Date* means



the date on which the certificates required by section 108(2) of the FMCA in respect of the amendments to be effected by this document are issued.

## **2 AMENDMENT AND RESTATEMENT**

With effect on and from the Effective Date:

- (a) the 2011 STD is amended and restated in the form set out in Schedule 1 to this document; and
- (b) the 2012 STD is amended and restated in the form set out in Schedule 2 to this document.

## **3 CONTINUATION**

Each of the parties to this document agrees that on and from the Effective Date:

- (a) the 2011 STD as amended by clause 2(a) of this document will continue in full force and effect;
- (b) the 2012 STD as amended by clause 2(b) of this document will continue in full force and effect;
- (c) all references in each other agreement between them to the 2011 STD will be a reference to the 2011 STD as amended and restated by this document; and
- (d) all references in each other agreement between them to the 2012 STD will be a reference to the 2012 STD as amended and restated by this document.

## **4 COUNTERPARTS**

This document may be signed in any number of counterparts all of which, when taken together, will constitute one and the same instrument. Once the parties have signed the counterparts, each counterpart shall be deemed to be as valid and binding on the party executing it as if it had been executed by all the parties.

## **5 GOVERNING LAW**

This document will be governed by New Zealand law.

## **6 DELIVERY**

For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by each of the parties to this deed immediately on the earlier of:

- (a) physical delivery of an original of this deed, executed by that party, into the custody of each of the other parties or its solicitors; or
- (b) transmission by that party or its solicitors (or any other person authorised in



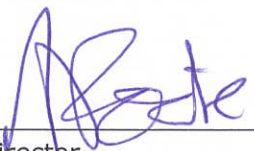
writing by that party) of a facsimile, photocopied or scanned copy of an original of this deed, executed by that party, to each of the other parties or its solicitors.



**EXECUTED AND DELIVERED AS A DEED**

**The Issuer**


**Z ENERGY LIMITED** by its directors:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director


**The Guarantors**

**Z ENERGY LIMITED** by:

  
\_\_\_\_\_  
Director


  
\_\_\_\_\_  
Director

**Z ENERGY 2015 LIMITED** by its directors:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

**HARBOUR CITY PROPERTY INVESTMENTS LIMITED** by its directors:


  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director



**CHALLENGE PETROLEUM LIMITED**

by its directors:

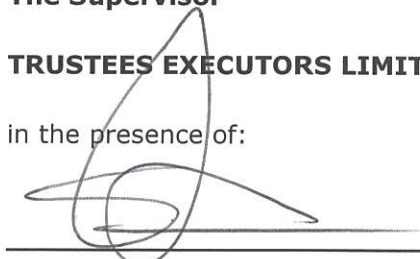
  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director


**The Supervisor**

**TRUSTEES EXECUTORS LIMITED by:**

in the presence of:

  
\_\_\_\_\_

Name: Sean Roberts  
Occupation: Client Services Manager  
Address: Wellington

  
\_\_\_\_\_  
Robert P Russell  
Authorised Signatory

  
\_\_\_\_\_  
Authorised Signatory  
**Stuart McLaren**



CT52016-082 (1/2)



**SCHEDULE 1: 2011 STD**

Dated 24 June 2011, as amended and restated by  
deed dated 2016

**SUPPLEMENTAL TRUST DEED  
FOR SERIES 2018-1 BONDS**

Issuer  
**Z ENERGY LIMITED**

Supervisor  
**TRUSTEES EXECUTORS LIMITED**



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## **PARTIES**

- (1) **Z ENERGY LIMITED** (NZ Company Number 12046) (the "**Issuer**")
- (2) **TRUSTEES EXECUTORS LIMITED** (NZ Company Number 142877) (the "**Supervisor**")

## **BACKGROUND**

- A. This Deed supplements the master trust deed between the parties dated 11 August 2010, as amended pursuant to a substitution deed between the parties and Greenstone Energy Finance Limited (among others) dated 9 June 2011 and as otherwise amended from time to time (the "**Trust Deed**").
- B. Under clause 3.2 of the Trust Deed, the Issuer and the Supervisor have entered into this Deed to constitute and issue Bonds on the terms and conditions set out in this Deed.

## **TERMS OF THIS DEED**

### **1. RELATIONSHIP WITH TRUST DEED AND DEFINITIONS**

#### **1.1 Relationship with Trust Deed:**

- (a) The Trust Deed (including the definitions and other rules of interpretation in clause 1 of the Trust Deed) applies to this Deed, and to the Bonds, except to the extent modified by this Deed.
- (b) To the extent that this Deed conflicts with the Trust Deed, this Deed prevails over the Trust Deed in relation to the Bonds.

#### **1.2 Definitions:** Except to the extent the context requires otherwise, in this Deed:

"**Accrued Interest**" means, at any time and in relation to a Bond, all interest on the Principal Amount of that Bond which has accrued but not been paid at that time in accordance with the Bond Documents;

"**Bonds**" means Bonds of the Series constituted by, and issued under, this Deed;

"**Deed**" means this supplemental trust deed;

"**Facility Agent**" means the "Agent" as defined in the Facilities Agreement;

"**GSD**" has the meaning given to it in the Security Trust Deed;

"**Hydrocarbons**" means crude product, refined product, indigenous crude, polyols, solvents, bitumen and/or any other inventory or raw materials;

"**Intercreditor Deed**" has the meaning given to it in the Security Trust Deed;

"**Interest Payment Date**" means, in relation to a Bond:

- (a) each interest payment date for the Bond set out in, or set in accordance with, the Offer Documents;

(b) the Maturity Date for the Bond; and

(c) any Redemption Date for the Bond;

"**Interest Rate**" means, in relation to a Tranche, the fixed interest rate for that Tranche set out in, or set in accordance with, the Offer Documents, and recorded in the Register in respect of that Tranche;

"**Issue Date**" means, in relation to a Tranche, the issue date for that Tranche set out, or set in accordance with, the Offer Documents, and recorded in the Register in respect of that Tranche;

"**Lender**" has the meaning given to it in the Facilities Agreement;

"**Maturity Date**" means, in relation to a Tranche, the maturity date for that Tranche set out in, or set in accordance with, the Offer Documents, and recorded in the Register in respect of that Tranche;

"**Minimum Holding**" means Bonds having an aggregate Principal Amount of \$5,000;

"**Mortgages**" has the meaning given to that term in the Security Trust Deed;

"**Redemption Date**" means, in relation to any Bond, the date on which that Bond is redeemed or purchased for cash by the Issuer or a Guarantor;

"**Secured Money**" has the meaning given to it in the Security Trust Deed;

"**Security Documents**" has the meaning given to it in the Security Trust Deed;

"**Security Interest**" includes a security interest (as defined in the Personal Property Securities Act 1999), mortgage, charge, encumbrance, lien, pledge, finance lease, sale and lease back, sale and repurchase, deferred purchase or title retention arrangement (other than in respect of goods purchased in the ordinary course of ordinary trading), flawed asset arrangement, and any other security or arrangement having like economic effect over any property, assets or revenues;

"**Security Trust Deed**" means the security trust deed dated 31 March 2010 given by Bank of New Zealand as security trustee, as amended on 11 August 2010 and from time to time;

"**Series**" means the series of Bonds constituted by, and issued under, this Deed;

"**Tranche**" means Bonds that are identical in all respects including in relation to the issue date, maturity date, interest rate, initial interest payment date, issue price and denomination.

## 2. BOND TERMS

2.1 **Principal Amount:** The Principal Amount of each Bond is \$1.00.

2.2 **Maximum Principal Amount:** The maximum aggregate Principal Amount of Bonds that may be issued under this Deed is \$100 million, with the ability to accept oversubscriptions of up to \$50 million.

2.3 **Minimum Principal Amount:** Each Holder must be issued Bonds with an aggregate Principal Amount that:

- (a) exceeds the Minimum Holding; and
  - (b) is an integral multiple of \$1,000,
- or is otherwise approved by the Issuer.
- 2.4 **Type:** The Bonds are Fixed Rate Bonds.
- 2.5 **Status:** The Bonds are:
- (a) Unsubordinated Bonds; and
  - (b) Secured Bonds.
- 2.6 **Listing:** The Bonds are Listed Bonds.
- 2.7 **Ranking:** The Bond Obligations, and the rights of the Holders (or the Supervisor on behalf of the Holders) against the Issuer, in respect of the Bond Debt, shall rank in point of priority and right of payment as contemplated by the Security Documents.
- 2.8 **Guarantee:** The Bonds are Guaranteed Bonds.
- 2.9 **Retail Series:** The Bonds are Retail Bonds and the Series of Bonds constituted and issued under this Deed shall be a Retail Series.
- 2.10 **Interest Payments:** Interest is payable on each Bond quarterly.
- 2.11 **Transfers:** The Bonds may be transferred in minimum aggregate Principal Amounts of \$1,000 or such lesser amount as the Issuer may from time to time permit, provided that, following any such transfer, the transferor and transferee hold Bonds with an aggregate Principal Amount of not less than the Minimum Holding.

### 3. **CONDITIONS PRECEDENT**

The Issuer shall not be entitled to issue any Bonds constituted by this Deed until such time as the Supervisor has confirmed to it in writing that it has received the following in form and substance satisfactory to it:

- (a) a copy of the Offer Documents;
- (b) confirmation from the Issuer's lawyers that the Registrar of Financial Service Providers has confirmed that it has received all the documents it requires under the Securities Act 1978 to issue a certificate of registration in respect of the relevant Offer Documents;
- (c) evidence that all fees, costs and expenses payable to the Supervisor have been or will be paid; and
- (d) such other certifications and opinions as the Supervisor may reasonably require.

#### 4. ADDITIONAL COVENANTS

- 4.1 **Negative Pledge:** If the GSD and Mortgages are released, then the Issuer undertakes in favour of the Supervisor to ensure that no Obligor shall create or permit to exist any Security Interest over any of its assets, unless the Security Interest is expressly permitted under the Facility Documents or Security Documents.
- 4.2 **Release of Guarantor:** The release that the Supervisor is required to give under clause 8.13 of the Master Trust Deed shall include releases of:
- (a) the relevant Guarantor from its obligations and liabilities under any Security Document; and
  - (b) the property in which that Guarantor has rights from the Security Interests created by any Security Document.

#### 5. PRIORITY FOR WORKING CAPITAL

The Supervisor may, if it considers it is in the best interests of the Holders as a whole, sign such documents and take such steps as may be necessary or as it considers desirable to give a person priority, ahead of the Holders, to Hydrocarbons supplied to an Obligor during a Financial Covenant Breach Period, and their proceeds, for:

- (a) where the person supplied the Hydrocarbons, the unpaid purchase price for those Hydrocarbons and any related costs; or
- (b) where the person made financial accommodation available to an Obligor to purchase the Hydrocarbons, amounts owing in respect of that financial accommodation and any related costs,

(including by taking a Security Interest that ranks in point of priority ahead of the Security Interests created by the Security Documents, or agreeing to an amendment to the priorities in the Security Trust Deed, or otherwise).

#### 6. ADDITIONAL EVENTS OF DEFAULT

For the purposes of clause 15.1(h) of the Trust Deed, it shall be an event of default if any of the Security Interests created by the Security Documents is enforced.

#### 7. APPLICATION OF GSD

- 7.1 **Non-applicable provisions:** The Supervisor agrees that (without limiting any term of this Deed or any clause of the Trust Deed applicable to the Bonds):
- (a) Nothing in clauses 3.5, 4.1 to 4.8 (inclusive), 5.1, 5.3, 5.4, 6.1(a), (d), (e) and (f), 6.2(e), (f), (g) and (i), 7.1(d), 7.2 and 22 (or any defined term within, or amendment to, those clauses) of the GSD (the "**Non-Applicable Provisions**") applies to the Supervisor, the Holders or the Bonds, and (to the fullest extent effective) each of the Supervisor and the Holders shall be

deemed not to be a Beneficiary for the purposes of the Non-Applicable Provisions and shall have no rights or obligations under or in respect of the Non-Applicable Provisions; and

- (b) Without limiting subclause (a) above:
  - (i) the consent of the Supervisor or the Holders is not required for any waiver to, or consent, confirmation or other determination required in respect of, the Non-Applicable Provisions and (to the fullest extent effective) each of the Supervisor and the Holders shall be deemed not to be a Beneficiary for any such purpose; and
  - (ii) any Obligor's obligations of any nature under or in relation to a Non-Applicable Provision shall not be "Bond Obligations".
- (c) To avoid doubt:
  - (i) nothing in the Non-Applicable Provisions is intended to limit or otherwise affect the Supervisor's rights and obligations under this Deed; and
  - (ii) nothing in sub-clause (a) above affects the rights of the Supervisor or the Holders under and in accordance with the Security Documents to any amounts received, realised, or recovered by the exercise by any other Beneficiary of its rights under, or in relation to, a Non-Applicable Provision.

7.2 **Accession:** For the purposes of clause 8.12(b) of the Trust Deed, the Issuer undertakes in favour of the Supervisor to ensure that each subsidiary (as described in that clause) shall accede (subject to clause 8.13 of the Trust Deed) to the GSD as a "Grantor" by delivering to the Security Trustee, in form and substance satisfactory to the Security Trustee, a duly executed and (if applicable) stamped counterparts of the supplemental deed in the form of schedule 1 to the GSD, joining the entity to the GSD, together with any other certificates, opinions and other documents that the Security Trustee reasonably requires.

## 8. ADDITIONAL BOND DOCUMENT

The "Security Documents" shall be Bond Documents for the Bonds.

## 9. REPLACEMENT OF SUPERVISOR

9.1 The retirement or removal of an existing Supervisor, and the appointment of a new Supervisor, shall not take effect unless a new Supervisor is appointed and agrees to accede to the Security Trust Deed in its capacity as Supervisor.

## 10. LIABILITY UNDER THE SECURITY TRUST DEED

10.1 **Indemnity:** Each Holder shall indemnify the Supervisor for any amount for which the Supervisor is liable under clause 19.2 of the Security Trust Deed in respect of the Bonds (each the "**Indemnified Amount**"), provided that each Holder's liability under this indemnity shall be limited to the same proportion of the Indemnified Amount as the Principal Amount held by it bears to the total Principal Amount of the Bonds. The Supervisor may retain and pay out of any amounts it holds upon the

trusts of the Trust Deed for each such Holder all amounts necessary to effect and satisfy that indemnity.

- 10.2 **Clawback:** Each Holder irrevocably agrees to be bound by clause 6 of the Security Trust Deed, and, for the purposes of clause 6 of the Security Trust Deed only, authorises the Supervisor to enter the Security Trust Deed on its behalf.

## 11. SALE OF LESS THAN MINIMUM HOLDING

The board of the Issuer may at any time give notice to any Holder holding less than a Minimum Holding of Bonds that if at the expiration of three months after the date the notice is given the Holder still holds Bonds which are less than a Minimum Holding, the board may exercise the power of sale of those Bonds set out in this clause 11. If that power of sale becomes exercisable:

- (a) the board may arrange for the sale of those Bonds through the Exchange or in some other manner approved by NZX Limited;
- (b) the Holder shall be deemed to have authorised the Issuer to act on the Holder's behalf and to execute all necessary documents for the purposes of that sale;
- (c) the Issuer shall account to the Holder for the net proceeds of sale of the Bonds (after deduction of reasonable sale expenses), which shall be held on trust for the Holder by the Issuer and paid to the Holder for the Bonds sold; and
- (d) the title of a purchaser of any Bonds sold pursuant to this clause 11 shall not be affected by any irregularity or invalidity in the exercise of the power of sale or the sale itself.

## 12. GENERAL

- 12.1 **Partial Invalidity:** The illegality, invalidity or unenforceability at any time of any provision of this Deed under any law, will not affect the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of that provision under any other law.
- 12.2 **Counterparts:** This Deed may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), all of which when taken together shall constitute one and the same instrument, and any of the parties may execute this Deed by signing any such counterpart.
- 12.3 **Governing Law:** This Deed is governed by and shall be construed in accordance with New Zealand law.
- 12.4 **Jurisdiction:** The parties submit to the non-exclusive jurisdiction of the New Zealand courts for the purpose of any legal proceedings arising out of this Deed.
- 12.5 **Delivery:** Without limiting any other mode of delivery, this Deed will be delivered by each of the parties to this Deed on the earlier of:
- (a) unconditional physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors; and

- (b) unconditional transmission by that 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 the other party or its solicitors.



**EXECUTED AS A DEED**

**SIGNED** for and on behalf of  
**Z ENERGY LIMITED**

)  
)  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**SIGNED** for and on behalf of )  
**TRUSTEES EXECUTORS LIMITED** )  
by two authorised signatories in the )  
presence of: )

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Residence



**SCHEDULE 2: 2012 STD**

# Supplemental Trust Deed for Series 2019-1 Bonds

Z Energy Limited (Issuer)

Trustees Executors Limited  
(Supervisor)



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## SUPPLEMENTAL TRUST DEED FOR SERIES 2019-1 BONDS

Dated 4 July 2012, as amended and restated by deed dated

2016

### PARTIES

**Z Energy Limited** (NZ Company Number 12046) (*Issuer*)

**Trustees Executors Limited** (NZ Company Number 142877) (*Supervisor*)

### BACKGROUND

- A This Deed supplements the master trust deed between the parties dated 11 August 2010, as amended pursuant to a substitution deed between the parties and Greenstone Energy Finance Limited (among others) dated 9 June 2011 and as otherwise amended from time to time (the *Trust Deed*).
- B Under clause 3.2(a) of the Trust Deed, the Issuer and the Supervisor have entered into this Deed to constitute and issue Bonds on the terms and conditions set out in this Deed.

**BY THIS DEED** the parties agree as follows:

#### 1 RELATIONSHIP WITH TRUST DEED AND DEFINITIONS

##### 1.1 Relationship with Trust Deed

- (a) The Trust Deed (including the definitions and other rules of interpretation in clause 1 of the Trust Deed) applies to this Deed, and to the Bonds, except to the extent modified by this Deed.
- (b) To the extent that this Deed conflicts with the Trust Deed, this Deed prevails over the Trust Deed in relation to the Bonds.

##### 1.2 Definitions

Except to the extent the context requires otherwise, in this Deed:

*Accrued Interest* means, at any time and in relation to a Bond, all interest on the Principal Amount of that Bond which has accrued but not been paid at that time in accordance with the Bond Documents;

*Bonds* means Bonds of the Series constituted by, and issued under, this Deed;

*Business Day* means any day (other than a Saturday or a Sunday) on which Registered Banks are open for general banking business in Auckland and Wellington, and on which the Exchange is open for trading;

*Deed* means this supplemental trust deed;

*GSD* has the meaning given to it in the Security Trust Deed;



*Hydrocarbons* means crude product, refined product, indigenous crude, polyols, solvents, bitumen and/or any other inventory or raw materials;

*Interest Payment Date* means, in relation to a Bond:

- (a) each interest payment date for the Bond set out in, or set in accordance with, the Offer Documents;
- (b) the Maturity Date for the Bond; and
- (c) any Redemption Date for the Bond;

*Interest Rate* means, in relation to a Tranche, the fixed interest rate for that Tranche set out in, or set in accordance with, the Offer Documents, and recorded in the Register in respect of that Tranche;

*Issue Date* means, in relation to a Tranche, the issue date for that Tranche set out, or set in accordance with, the Offer Documents, and recorded in the Register in respect of that Tranche;

*Maturity Date* means 15 November 2019;

*Minimum Holding* means Bonds having an aggregate Principal Amount of NZ\$5,000;

*Mortgages* has the meaning given to that term in the Security Trust Deed;

*Record Date* means the date determined by the Issuer, in accordance with any applicable law and Listing Rules, as the date at which any entitlement or other matter in relation to any Bonds is to be determined (including entitlement to any payment or notice, in which case the Record Date must be no less than 10 days prior to the date on which the payment is due or the notice is to be given). Despite clause 1.5 of the Trust Deed, if a Record Date would fall on a day that is not a Business Day, the Record Date will be the preceding Business Day;

*Redemption Date* means, in relation to any Bond, the date on which that Bond is redeemed or purchased for cash by the Issuer or a Guarantor;

*Security Documents* has the meaning given to it in the Security Trust Deed;

*Security Interest* includes a security interest (as defined in the Personal Property Securities Act 1999), mortgage, charge, encumbrance, lien, pledge, finance lease, sale and lease back, sale and repurchase, deferred purchase or title retention arrangement (other than in respect of goods purchased in the ordinary course of ordinary trading), flawed asset arrangement, and any other security or arrangement having like economic effect over any property, assets or revenues;

*Security Trust Deed* means the security trust deed dated 31 March 2010 given by Bank of New Zealand as security trustee, as amended on 11 August 2010 and from time to time;



*Security Trustee* means Bank of New Zealand (or any successor trustee appointed under the Security Trust Deed);

*Series* means the series of Bonds constituted by, and issued under, this Deed;

*Substitution Deed* means the substitution deed entered into by the Issuer, Greenstone Energy Finance Limited and the Supervisor (among others) dated 9 June 2011;

*Tranche* means Bonds that are identical in all respects including in relation to the issue date, maturity date, interest rate, initial interest payment date, issue price and denomination.

## 2 **BOND TERMS**

### 2.1 **Principal Amount**

The Principal Amount of each Bond is NZ\$1.00.

### 2.2 **Maximum Principal Amount**

The maximum aggregate Principal Amount of Bonds that may be issued under this Deed is NZ\$100 million, with the ability to accept oversubscriptions of up to NZ\$50 million.

### 2.3 **Minimum Principal Amount**

Each Holder must be issued Bonds with an aggregate Principal Amount that:

(a) is equal to or exceeds the Minimum Holding; and

(b) is an integral multiple of NZ\$1,000,

or is otherwise approved by the Issuer.

### 2.4 **Type**

The Bonds are Fixed Rate Bonds.

### 2.5 **Status**

The Bonds are:

(a) Unsubordinated Bonds; and

(b) Secured Bonds.

### 2.6 **Listing**

The Bonds are Listed Bonds.

### 2.7 **Ranking**

The Bond Obligations of the Bonds, and the rights of the Holders of those Bonds (or the Supervisor on behalf of those Holders) against the Issuer, in respect of the Bond Debt, shall rank equally amongst themselves and rank in point of priority and right of payment as contemplated by the Security Documents.



**2.8 Guarantee**

The Bonds are Guaranteed Bonds.

**2.9 Retail Series**

The Bonds are Retail Bonds and the Series of Bonds constituted and issued under this Deed shall be a Retail Series.

**2.10 Interest Payments**

Interest is payable on each Bond in equal quarterly instalments on 15 February, 15 May, 15 August and 15 November of each year until and including the Maturity Date. The first Interest Payment Date is 15 November 2012.

**2.11 Early Bird Interest**

Early bird interest will accrue on subscriptions for Bonds (to the extent they are accepted) at the Interest Rate for the period from (and including) the date on which subscription money is banked to the offer trust account to (but excluding) the Issue Date. Early bird interest will be paid not later than five Business Days after the Issue Date.

**2.12 Transfers**

The Bonds may be transferred in minimum aggregate Principal Amounts of NZ\$1,000 or such lesser amount as the Issuer may from time to time permit, provided that, following any such transfer, either:

- (a) the transferor and transferee hold Bonds with an aggregate Principal Amount of not less than the Minimum Holding; or
- (b) the transferee holds Bonds with an aggregate Principal Amount of not less than the Minimum Holding and the transferor holds no Bonds.

**2.13 First Interest Accrual Date**

The First Interest Accrual Date for the Bonds is the Issue Date.

**2.14 ITOS**

Clause 6.4 of the Trust Deed does not apply to the Bonds.

**3 CONDITIONS PRECEDENT**

The Issuer shall not be entitled to issue any Bonds constituted by this Deed until such time as the Supervisor has confirmed to it in writing that it has received the following in form and substance satisfactory to it:

- (a) a copy of the Offer Documents;
- (b) confirmation from the Issuer's lawyers that the Registrar of Financial Service Providers has confirmed that it has received all the documents it requires under the Securities Act 1978 to issue a certificate of registration in respect of the relevant Offer Documents;



- (c) evidence that all fees, costs and expenses payable to the Supervisor have been or will be paid; and
- (d) such other certifications and opinions as the Supervisor may reasonably require.

#### 4 **ADDITIONAL COVENANTS**

##### 4.1 **Negative Pledge**

If the GSD and Mortgages are released, then the Issuer undertakes in favour of the Supervisor to ensure that no Obligor shall create or permit to exist any Security Interest over any of its assets, unless the Security Interest is expressly permitted under the Facility Documents or the Security Documents.

##### 4.2 **Release of Guarantor**

The release that the Supervisor is required to give under clause 8.13 of the Trust Deed shall include releases of (and the giving of instructions to the Security Trustee to release):

- (a) the relevant Guarantor from its obligations and liabilities under any Security Document; and
- (b) the property in which that Guarantor has rights from the Security Interests created by any Security Document.

#### 5 **PRIORITY FOR WORKING CAPITAL**

The Supervisor may, if it considers it is in the best interests of the Retail Holders as a whole, sign such documents and take such steps as may be necessary or as it considers desirable to give a person priority, ahead of the Holders, to Hydrocarbons supplied to an Obligor during a Financial Covenant Breach Period, and their proceeds, for:

- (a) where the person supplied the Hydrocarbons, the unpaid purchase price for those Hydrocarbons and any related costs; or
- (b) where the person made financial accommodation available to an Obligor to purchase the Hydrocarbons, amounts owing in respect of that financial accommodation and any related costs,

(including by taking a Security Interest that ranks in point of priority ahead of the Security Interests created by the Security Documents, or agreeing to an amendment to the priorities in the Security Trust Deed, or otherwise).

#### 6 **ADDITIONAL EVENTS OF DEFAULT**

For the purposes of clause 15.1(h) of the Trust Deed, it shall be an event of default if any of the Security Interests created by the Security Documents is enforced.



## 7 APPLICATION OF GSD

### 7.1 Non-applicable provisions

The Supervisor agrees that (without limiting any term of this Deed or any clause of the Trust Deed applicable to the Bonds):

- (a) Nothing in clauses 3.5, 4.1 to 4.8 (inclusive), 5.1, 5.3, 5.4, 6.1(a), (d), (e) and (f), 6.2(e), (f), (g) and (i), 7.1(d), 7.2 and 22 (or any defined term within, or amendment to, those clauses) of the GSD (the *Non-Applicable Provisions*) applies to the Supervisor, the Holders or the Bonds, and (to the fullest extent effective) each of the Supervisor and the Holders shall be deemed not to be a Beneficiary for the purposes of the Non-Applicable Provisions and shall have no rights or obligations under or in respect of the Non-Applicable Provisions; and
- (b) Without limiting subclause (a) above:
  - (i) the consent of the Supervisor or the Holders is not required for any waiver to, or consent, confirmation or other determination required in respect of, the Non-Applicable Provisions and (to the fullest extent effective) each of the Supervisor and the Holders shall be deemed not to be a Beneficiary for any such purpose; and
  - (ii) any Obligor's obligations of any nature under or in relation to a Non-Applicable Provision shall not be *Bond Obligations*.
- (c) To avoid doubt:
  - (i) nothing in the Non-Applicable Provisions is intended to limit or otherwise affect the Supervisor's rights and obligations under this Deed; and
  - (ii) nothing in subclause (a) above affects the rights of the Supervisor or the Holders under and in accordance with the Security Documents to any amounts received, realised, or recovered by the exercise by any other Beneficiary of its rights under, or in relation to, a Non-Applicable Provision.

### 7.2 Accession

For the purposes of clause 8.12(b) of the Trust Deed, the Issuer undertakes in favour of the Supervisor to ensure that each subsidiary (as described in that clause) shall (subject to clause 8.13 of the Trust Deed) accede to the GSD as a *Grantor* by delivering to the Security Trustee, in form and substance satisfactory to the Security Trustee, a duly executed and (if applicable) stamped counterparts of the supplemental deed in the form of schedule 1 to the GSD, joining the entity to the GSD, together with any other certificates, opinions and other documents that the Security Trustee reasonably requires.



## 8 ADDITIONAL BOND DOCUMENTS

The Security Documents and the Substitution Deed shall be Bond Documents for the Bonds.

## 9 REPLACEMENT OF SUPERVISOR

The retirement or removal of an existing Supervisor, and the appointment of a new Supervisor, shall not take effect unless a new Supervisor is appointed and agrees to accede to the Security Trust Deed in its capacity as Supervisor.

## 10 LIABILITY UNDER THE SECURITY TRUST DEED

### 10.1 Indemnity

Each Holder shall indemnify the Supervisor for any amount for which the Supervisor is liable under clause 19.2 of the Security Trust Deed in respect of the Bonds (each the *Indemnified Amount*), provided that each Holder's liability under this indemnity shall be limited to the same proportion of the Indemnified Amount as the Principal Amount held by it bears to the total Principal Amount of the Bonds. The Supervisor may retain and pay out of any amounts it holds upon the trusts of the Trust Deed for each such Holder all amounts necessary to effect and satisfy that indemnity.

### 10.2 Clawback

Each Holder irrevocably agrees to be bound by clause 6 of the Security Trust Deed, and, for the purposes of clause 6 of the Security Trust Deed only, agrees that the Supervisor's entry into of the Security Trust Deed is deemed to be (without limitation) on its behalf.

## 11 GENERAL

### 11.1 Partial Invalidity

The illegality, invalidity or unenforceability at any time of any provision of this Deed under any law, will not affect the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of that provision under any other law.

### 11.2 Counterparts

This Deed may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), all of which when taken together shall constitute one and the same instrument, and any of the parties may execute this Deed by signing any such counterpart.

### 11.3 Governing Law

This Deed is governed by and shall be construed in accordance with New Zealand law.

### 11.4 Jurisdiction

The parties submit to the non-exclusive jurisdiction of the New Zealand courts for the purpose of any legal proceedings arising out of this Deed.



**11.5 Delivery**

Without limiting any other mode of delivery, this Deed will be delivered by each of the parties to this Deed on the earlier of:

- (a) unconditional physical delivery of an original of this Deed, executed by that party, into the custody of the other party or its solicitors; and
- (b) unconditional transmission by that 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 the other party or its solicitors.

**EXECUTED AND DELIVERED AS A DEED**

**Z Energy Limited** by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**Trustees Executors Limited** by:

in the presence of:

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Name:  
Occupation:  
Address:

\_\_\_\_\_  
Authorised Signatory