



Amending Deed (relating to a Master Trust Deed)

Christchurch International Airport Limited (as Issuer)

Public Trust (as Supervisor)



AMENDING DEED (RELATING TO A MASTER TRUST DEED)

Date: 3 December 2020

PARTIES

Christchurch International Airport Limited (company number 376068) as Issuer

Public Trust (a Crown entity established under the Public Trust Act 2001) as Supervisor

BACKGROUND

- A The Issuer and the Supervisor are parties to a Master Trust Deed dated 9 November 2012 as amended and restated from time to time (the *Master Trust Deed*). The parties to this deed have agreed to amend the terms of the Master Trust Deed to comply with and to reflect the enactment of the Trusts Act 2019 on the terms and conditions set out in this deed.
- B For the purposes of clauses 26.1 and 26.2 of the Master Trust Deed:
- C.1 the Issuer and the Supervisor are satisfied that the amendments contained in this deed will not be materially prejudicial to the interests of Holders generally;
 - C.2 the Supervisor is satisfied that the amendments contained in this deed do not have a material adverse effect on Holders of Retail Series; and
 - C.2 as required under section 108(2)(b) of the Financial Markets Conduct Act 2013, the Supervisor has certified that the Master Trust Deed, as amended by this deed, will comply with sections 104 to 106 of that Act.

THE PARTIES AGREE as follows:

1 DEFINITIONS AND INTERPRETATION

In this deed, unless the context requires otherwise, words and expressions defined, and references construed, in the Master Trust Deed (as amended by this deed) and not otherwise defined or construed in this deed have the same meanings and constructions when used in this deed.

2 AMENDMENT

With effect on and from the date of this deed the Master Trust Deed is amended as follows:

- (a) The reference to "80" in clause 7.7 is replaced with "125".
- (b) A new clause 20.1A is inserted after clause 20.1, as follows:

"20.1A Trusts Act 2019

- (a) The Supervisor must comply with the mandatory duties imposed on it under sections 23, 24, 26 and 27 (and, where applicable, section 25) of the Trusts Act 2019, and any contrary provision in this deed or any



Supplemental Trust Deed shall be deemed to apply subject to those mandatory duties.

- (b) For the avoidance of doubt, the provisions of the Trusts Act 2019 specified in Schedule 2 of that Act shall (to the extent permitted by that Act) be modified or excluded by any contrary provision in this deed or in any Supplemental Trust Deed."
- (c) Clause 20.2(b)(ii)(A) (relating to duties of the Supervisor) is replaced with:
"act honestly and in good faith in acting as a supervisor;"

3 CONTINUATION

Each of the parties to this deed agrees that on and from the date of this deed:

- (a) the Master Trust Deed as amended by clause 2 of this deed will continue in full force and effect; and
- (b) all references in each other agreement between them to the Master Trust Deed will be a reference to the Master Trust Deed as amended by this deed.

4 NOTICE OF AMENDMENTS

For the purposes of clause 26.2 of the Master Trust Deed, the Supervisor and the Issuer agree that in relation to a Retail Series, the Issuer shall give notice of the amendments made by this document by way of announcement to NZX Limited, and such notice will be effective upon public release by NZX.

5 COUNTERPARTS

This deed 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.

6 GOVERNING LAW

This document will be governed by New Zealand law.

7 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.



SIGNED AND DELIVERED AS A DEED

The Issuer

Christchurch International Airport Limited by its attorneys:

in the presence of:

Name:

Occupation: **Penelope Jane Wells**
Address: **Senior Solicitor**
Christchurch

The Supervisor

Signed on behalf of **Public Trust** by its attorney:) _____
) Attorney

In the presence of:

Witness signature

Witness name

Occupation

Address



AMENDING DEED

SIGNED AND DELIVERED AS A DEED

The Issuer

Christchurch International Airport Limited by its attorneys:

in the presence of:

Name:

Occupation:

Address:

The Supervisor

Signed on behalf of **Public Trust** by its attorney:)



) Attorney

Ireen Muir
Head of Client Services
Corporate Trustee Services
Public Trust
Wellington

In the presence of:

Witness signature



Witness name

Heidi Wu
Business Analyst
Corporate Trustee Services
Public Trust
Wellington

Occupation

Address

Certificate of Non-Revocation of Power of Attorney

We, **MALCOLM PAUL JOHNS** of Christchurch, Chief Executive and **MICHAEL JAMES SINGLETON** of Christchurch, General Manager hereby certify:

1. That by deed dated 14 October 2014 **CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED** appointed us its attorneys on the terms and subject to the conditions set out in the said deed.
2. That at the date hereof we have not received any notice or information of the revocation of that appointment.

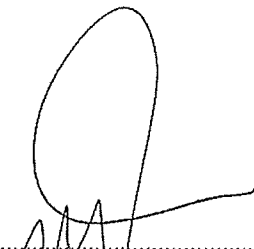
Signed at Christchurch this

*27th
3rd*


day of

*NOVEMBER
December*

2020



.....
Malcolm Paul Johns




.....
Michael James Singleton

**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, Ireen Muir, of Auckland, hold the office of Head of Client Services at Public Trust, an entity established under the Public Trust Act 2001, and certify that:

- 1 by deed dated 9 September 2019, Public Trust appointed me its attorney on the terms and conditions set out in the deed of appointment of attorneys which is deposited at Land Information New Zealand; and
- 2 at the date hereof I hold the position of Head of Client Services with Public Trust; and
- 3 at the date of this certificate I have not received any notice of the revocation of that appointment.

Date: 02/12/2020
03



Signature of attorney

Ireen Muir Head of Client Services Corporate Trustee Services Public Trust Wellington
--

CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED

CERTIFICATE OF COMPLIANCE
(section 108(2)(b) of the Financial Markets Conduct Act 2013)

We refer to a master trust deed dated 9 November 2012 (as amended and/or restated from time to time) (**Trust Deed**) between Christchurch International Airport Limited (**CIAL**) and Public Trust, as amended by a deed of amendment dated 3 December 2020 between CIAL and Public Trust (**Amending Deed**).

In this certificate, the **Amended Trust Deed** means the Trust Deed as amended by the Amending Deed.

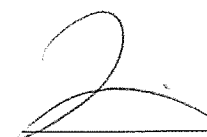
This is a certificate for the purposes of section 108(2)(b) of the Financial Markets Conduct Act 2013 (**FMCA**).

We certify that:

- (a) we are satisfied that the Amending Deed does not have a material adverse effect on the Holders (as defined in the Amended Trust Deed); and
- (b) the Amended Trust Deed complies with sections 104 to 106 of the FMCA on the basis that:
 - (i) the Amended Trust Deed contains the provisions required by sections 104 to 106 of the FMCA; and
 - (ii) we have received a legal opinion which confirms that the Amended Trust Deed complies with sections 104 to 106 of the FMCA.

Dated 2nd December 2020
3rd

Signed on behalf of **Public Trust** by its authorised signatory:



) Authorised Signatory

In the presence of:

Treen Muir
Head of Client Services
Corporate Trustee Services
Public Trust
Wellington

Witness signature

Witness name

Occupation

Heidi Wu
Business Analyst
Corporate Trustee Services
Public Trust
Wellington

Address