

NetworkTasman TRUST

TRUST DEED

AMENDED VERSION 29 JULY 2016

THIS DEED is made on the 30th day of April 1993

BETWEEN TASMAN ENERGY LIMITED a duly incorporated company with its registered office at Nelson (hereinafter called "the Company")

AND RUSSELL JOSEPH BAILEY
PETER STEWART BOOTH
MAURICE LLOYD BROWN
TERENCE WILLIAM GOODALL
LOUIS ALFRED WENSLEY; and
GRAHAM EDWARD PROMFRET-BROWN (hereinafter called "the Trustees")

WHEREAS

- A. The Tasman Electric Power Board ("the Board") has formed a registered public company limited by shares, Tasman Energy Limited ("the Company"), in which the sole subscriber is the Board;
- B. Pursuant to section 28 of the Energy Companies Act 1992 the Minister of Energy has approved the establishment plan prepared and submitted in respect of the Company which establishment plan provides for the allocation of all of the Shares in the Company to the Trustees;
- C. The Company wishes to establish the NETWORK TASMAN TRUST to enable the Trustees to acquire the Shares in the Company to be vested in the Trustees in accordance with the establishment plan.
- D. The object of the Trust is to hold the Shares in the Company on behalf of the Consumers and distribute to the Consumers in their capacity as owners, the benefits of ownership of the Shares in the Company and to carry out future ownership reviews involving public consultation in accordance with the terms of this Deed.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions: In this Deed, unless the context otherwise requires:

- (a) "Act" means the Energy Companies Act 1992;
- (b) "Balance Date" means the 31st day of March or any other date adopted as at the end of the Financial Year from time to time by the Company;
- (c) "Bank" means a bank registered in accordance with the Reserve Bank of New Zealand Act 1989;
- (d) "Board" means the Tasman Electric Power Board constituted by section 10 of the Electric Power Boards Act 1925;
- (e) "Company" means Network Tasman Limited (formerly known as Tasman Energy Limited) and includes any successor company;

(f) "Consumers" means:

- a. persons who, at any appropriate date designated by the Trustees, are named from the records of the Company as persons whose premises have a direct, permanent and metered connection to the Company's electricity distribution network within the District and who are either:
 1. End use customers who are liable to the Company (whether alone or jointly or with any other person) for the payment for line function services in relation to electricity conveyed over the Company's electricity distribution network; or
 2. End use customers who are liable to an Electricity Supply Business (whether alone or jointly or with any other person) which is liable to the Company for the payment for line function services in relation to electricity conveyed over the Company's electricity distribution network,

unless any such person who qualifies as a consumer in accordance with this definition advises the Company or the Trustees in writing that he, she or it does not wish to be a consumer for the purposes of this Deed.

[amended 30.10.98]

(g) "this Deed" means this deed and includes the schedule and any amendments;

(h) "Distribution Plan" means a plan for the distribution of the Shares in the capital of the Company prepared by the Trustees in accordance with Clause 4;

(i) "District" means the territory over which the Board was authorised to supply electricity pursuant to the licence granted to the Board under section 20 of the Electricity Act 1968; provided however that in the event of the Company or any subsidiary company expanding its distribution assets beyond such licensed area the Trustees may from time to time by resolution carried by a majority of not less than seventy five per cent (75%) of the Trustees' extend the boundaries of the District to include the whole or any part of such extended territory if they consider such extension is appropriate having regard to all the circumstances including the circumstances relating to extension, any payment made for facilities in the extended area, and any benefit received or to be received or detriment incurred or to be incurred by Consumers in that extended area; provided however that in the event of the Company (including its subsidiaries) ceasing to be involved in any part of the District the Trustees may from time to time by resolution carried by the above majority of seventy five per cent (75%) restrict the boundaries of the District if they consider such restriction is appropriate having regard to all the circumstances including the circumstances relating to termination of involvement in part of the District, any payment received by the Company or any subsidiary, and any benefit received or to be received or detriment incurred or to be incurred by the Consumers in any part of that District;

- (j) "Dividends" means, in relation to the Company, any distributions paid in cash by the Company to the Trustees as holders under this Deed of Shares in the Company;
 - (k) "Electors" means at the first anniversary of the Termination Date, any person;
 - (i) whose name appears on a roll of the electors of a Local Authority the whole or any part of whose district is situated within the District; and
 - (ii) whose electoral address is within the District;
 - (k)A "Electricity Supply Business" has the meaning set out in the Electricity Industry Reform Act 1998
- [added 30.10.98]**
- (l) "Financial Year" means any year or other accounting period ending on a Balance Date;
 - (m) "Local Authority" means a territorial authority within the meaning of the Local Government Act 1974 and in the event that at any time such territorial authority does not exist then any such body whether incorporated or not which has assumed the responsibilities or obligations formerly undertaken by a territorial authority;
 - (m)A "Other Shares" means shares in any company other than the Company;
 - (n) "Public Consultative Procedure" means the procedure for consultation set out in Schedule 2;
 - (n)A "Shares" means the shares of the Company;
 - (o) "Termination Date" means the earlier of 1 January 2072 and the date upon which the Trustees resolve that the Trust be wound up in accordance with clause 15 provided however that if the perpetuity period restrictions cease to apply to this Trust or are amended to permit the Trust to continue beyond 1 January 2072, this definition shall be deemed to be amended so that the Termination Date shall be the date beyond which the Trust may not continue.
[amended 29.07.16]
 - (p) "the Trust" means the electric power trust established by this Deed;
 - (q) "the Trustees" means the trustees for the time being of the Trust;
 - (r) "Trust Fund" means all the funds of the Trust described as "the Trust Fund" in Clause 6 and includes all capital and income for the time being held by the Trustees of the Trust;
 - (s) "Trustee Act" means the Trustee Act 1956 or any enactment passed in amendment or substitution;

- (t) "Vesting Date" means the date upon which the Governor-General by Order in Council under Section 47 of the Act vests the undertaking of the Board in the Company and the Shares in the Company in the Trustees.

1.2 Construction In this Deed, unless the context otherwise requires:

- (a) references to one gender include each other gender;
- (b) references to the singular include the plural and vice versa;
- (c) the headings and the index shall not affect the construction of the Deed;
- (d) references to clauses are references to Clauses of the Deed and references to Schedules are references to schedules to this Deed;
- (e) references to a statute include references to regulations, orders or notices made under or pursuant to such statute. References to any statute, regulation, order or other statutory instrument or by-law shall be deemed to be references to the statute, regulation, order, instrument or by-law as from time to time amended and includes substituted provisions that substantially correspond to those referred to;
- (f) words, terms or expressions which are defined in the Act but are not defined in this Deed shall have the meaning attributed to them in the Act.

1.3 Perpetuity Period: For the purposes of the Perpetuities Act 1964 period applicable to this Deed shall be the period from the date of execution hereof until the first anniversary of the Termination Date.

2. DECLARATION OF TRUST

The Company hereby declares and directs and the Trustees declare and acknowledge as follows:

- 2.1 The Trust established by this Deed as an electric power trust shall be known as the NETWORK TASMAN TRUST. The name of the Trust may be changed from time to time by resolution of the Trustees that has received unanimous affirmative vote of all of the Trustees.
- 2.2 The sum of \$100.00 paid by the Company contemporaneously with execution of this Deed and all other monies or property of whatever kind hereafter paid, given, or transferred to or purchased or acquired by (or agreed to be transferred to or purchased or acquired by) the Trustees shall be held upon the Trust hereby declared and any accumulations of income therefrom and all monies, investments and property of whatever kind from time to time representing the same shall be held upon the Trust and for the purposes and with the powers, authorities and discretions hereinafter appearing.

3. OBJECTS

This Trust has been established to enable the Trustees:

- 3.1 On Vesting Date, to receive Shares in the Company vested in the Trustees by Order in Council made in accordance with section 47 of the Act.
- 3.2 If the Trustees so elect to subscribe for, purchase or otherwise acquire additional Shares in the capital of the Company.
- 3.3 To retain and hold such Shares until such time as, following an ownership review held in accordance with Clause 4, the Shares or a portion of them are sold, transferred or disposed of or the Shares are sold, transferred or disposed of in accordance with clause 9.9.
- 3.4 In the event of any sale, transfer or other disposition of such Shares, to hold the proceeds of any sale, transfer or other disposition upon the trust for capital in accordance with Clause 6.1.
- 3.5 To receive the Dividends and to distribute, pay, apply or appropriate the Dividends to or for the benefit of the Consumers in the manner provided in Clause 5 of this Deed.
- 3.6 Following the Termination Date to pay, apply and appropriate the capital of the Trust in the manner provided in Clause 6.2.
- 3.7 To encourage and facilitate the Company in meeting its objective of being a successful business by optimising the Company's return on its assets, and to distribute to Consumers in their capacity as owners, the benefits of ownership of the Shares in the Company.
- 3.8 To subscribe for, purchase and hold Other Shares until such time as the Other Shares or a portion of them are sold, transferred or disposed of and to hold the proceeds upon the trust for capital in accordance with clause 6.1.
- 3.9 To represent the interest of consumers.

4. REVIEW

- 4.1 No later than 1 April 1996 the Trustees shall require the directors of the Company to prepare a report considering proposals and available options for the future ownership of the Shares. Such report shall contain the following detail:
 - (a) an analysis of the performance of the Company to the date of the report together with a discussion of the advantages and disadvantages of trust ownership;
 - (b) Analysis of the various ownership options considered including without limitation, a share distribution to Consumers, a sale of Shares to the public, a sale of Shares to institutional or other investors, retention by the Trust, or some other form of consumer or public ownership. **[amended 07.07.11]**

- (c) a comparison of the performance by the Company with the performance of other similar companies;

[amended 30.10.98]

- (d) the conclusions of the directors as to the most appropriate form of ownership together with an indication whether the conclusions are unanimous and if the decision is not unanimous, a summary of the conclusions of the dissenting directors shall be included;
- (e) the matters contained in Clause 4.6 if a distribution of Shares is recommended;
- (f) a summary of the professional advice (if any) obtained in respect of the preparation of the report; and
- (g) a statement as to whether or not the directors have had regard to any views expressed by the public with respect to ownership.

4.2 The Trustees shall comment on the report to the directors of the Company and upon completion of their review of the report, the Trustees shall make the report available to the public in accordance with Clause 13 together with a summary of their comments.

4.3 The Trustees and the directors shall in respect of the report and no later than 3 months after the date of the report, implement the Public Consultative Procedure.

[amended 07.07.11]

4.4 Following completion of the Public Consultative Procedure and in any event not later than 6 months after the report required by Clause 4.1 is completed, the Trustees and the directors shall meet and after due account of the views expressed by the public and the directors the Trustees shall decide whether to:

- (a) retain the Shares in the Trust; or
- (b) dispose of a portion of the Shares and retain the remainder in the Trust; or
- (c) dispose of all of the Shares.

4.5 If the Shares are to be retained by the Trust the Trustees shall notify the public in accordance with Clause 13.

4.6 If the Trustees decide that the Shares or any portion of them are to be distributed no such distribution shall be effected unless the Trustees have held a postal vote of Consumers and a majority of Consumers who vote on the question approve the distribution. The Trustees may in their discretion determine the method and procedure for carrying out the postal vote provided that:

- (a) the Trustees shall give written notice to all the Consumers of the postal vote and of the method or procedure adopted by the Trustees for carrying out the postal vote;

- (b) a period of not less than 21 days shall be allowed between the date the Consumers are notified of the postal vote and the date by which the votes of Consumers will be disallowed if not received by the Trustees;
- (c) each Consumer shall be entitled to one vote;
- (d) The Trustees shall give notice of the vote to Consumers through the post directed to the address of each Consumer in the records of the Trust, or if there are no such records then the records of the Company;
- (e) the notice referred to in Clause 4.6(d) shall be deemed to have been duly received 2 days after the date of posting of the notice by the Trustees.

4.7 If the postal vote carried out in accordance with Clause 4.6 confirms that the Shares or any portion of them are to be distributed the Trustees shall prepare a Distribution Plan. The Distribution Plan shall contain the following details:

- (a) to whom the Shares are to be distributed;
- (b) the time and manner in which the Shares are to be distributed;
and
- (c) whether the Shares are to be distributed without consideration, at a concessionary consideration or for proper consideration.

The directors of the Company shall comment on the Distribution Plan to the Trustees and the Trustees may consider such comments but shall not be bound by them.

- 4.8 The Distribution Plan shall be notified to the public in accordance with Clause 13 and following notification the Trustees shall be obliged to comply with the requirements of and ensure that the Distribution Plan is implemented unless the Trustees are unable to do so as a result of matters beyond the reasonable control of the Trustees.
- 4.9 If the directors of the Company have failed to produce a report within 6 months of being required to do so by the Trustees, the Trustees shall prepare the report required by Clause 4.1.
- 4.10 The Company shall be entitled to be paid out of the Trust Fund all reasonable costs incurred in connection with the ownership review carried out pursuant to this Clause 4.
- 4.11 If following the initial review provided for in this Clause 4 any or all of the Shares of the Company are retained by the Trustees, the Trustees shall thereafter carry out a review in accordance with Clauses 4 every five years until the Termination Date so that the first such review shall commence no later than five years after the completion of the first review.

5. TRUST OF INCOME UNTIL DISTRIBUTION DATE

The Trustees shall stand possessed of the income arising from the Trust Fund upon the following trusts and with and subject to the following powers:

- 5.1 The Trustees shall from the net annual income derived by the Trust Fund first pay the cost of administering the Trust including remuneration and allowances payable to Trustees as hereinafter provided and costs incurred in pursuance of their duties.
- 5.2 The Trustees may, subject to Clause 5.3 and Clause 5.4, pay, apply or appropriate the whole or part of the current net annual income in such manner and in such proportions as the Trustees in their absolute and unfettered discretion shall think proper for the benefit of the Consumers or such one or more of them to the exclusion of others or other of them in such manner and in such shares and proportions as the Trustee in their absolute and unfettered discretion shall think proper.
- 5.3 The Trustees shall in respect of any Dividend received be entitled to pay, apply or appropriate that income to Consumers in accordance with Clause 5.2 at any time during the Financial Year to which that Dividend relates or the following Financial Year provided however that the Trustees may defer payment, application or appropriation of any sum or benefit to any Consumer until the Trustees are satisfied that all liability for taxation in respect thereof has been discharged.
- 5.4 The Trustees may request the Directors to produce a report in respect of each Dividend received by the Trustees which report recommends an appropriate allocation of the Dividend amongst the classes of Consumer based on the contribution made by each class of Consumer to the earning of that Dividend and in such report the directors may classify Consumers in any manner they see fit and in exercising their discretion in accordance with Clause 5.2 the Trustees may consider such recommendations but shall not be bound by them.
- 5.5 Any of the Consumers to whom or in respect of which income is paid, applied or appropriated by the Trustees in accordance with Clause 5.4 shall as from the date of such payment, application or appropriation take an absolute and indefeasibly vested interest in such income and as from such date the Trustee shall have no further obligations with respect to the application of such income.
- 5.6 The foregoing provisions as to vesting of income shall not operate to vest any part of the corpus of the Trust Fund in any of the Consumers.
- 5.7 Subject to the foregoing, so far as any part or parts of the income derived by or credited to or to be derived by or credited to the Trust Fund in any Financial Year is not paid, applied or appropriated in accordance with Clause 5.2, the same shall be accumulated by investing the same so that all such accumulations shall be held by the Trustees upon the same trusts and with the powers herein declared in respect of the income from the Trust Fund and so that the Trustees may at any time or times resort thereto and pay, apply or appropriate the whole or any part thereof as if it were income of the Trust Fund in accordance with Clause 5.2.
- 5.8 Each Trustee in its capacity as a Consumer or Elector shall notwithstanding the provisions of this Deed or any applicable rule of law or equity, be entitled to receive

any benefits as a Consumer or Elector which may be distributed to Consumers or Electors in accordance with this Deed.

- 5.9 All payments made to Consumers unclaimed for one year after having been sent to any Consumer may be invested or otherwise made use of by the Trustees for the benefit of the Trust Fund until claimed and the Trustees shall be entitled to mingle the amounts of any unclaimed payments with other moneys forming part of the Trust Fund and to credit any income arising in any Financial Year from the investment of such unclaimed payments to the Trust Fund.

6. TRUSTS OF CAPITAL

- 6.1 Trusts prior to Termination Date: The Shares in the Company and Other Shares or the proceeds of sale or other disposition of such shares shall be held by the Trustees upon trust to pay, apply or allocate the same, on or before the Termination Date, for the benefit of the Consumers in such manner and in such proportions as the Trustees in their absolute and unfettered discretion consider fair and equitable. The Trustees may determine to hold the capital and shall not be obliged to distribute it prior to the Termination Date. In any case where shares are sold for the purpose of providing funds for the Company the proceeds of such sale shall be paid, applied or allocated for the benefit of the Company.
- 6.2 Trust from and after Termination Date: From and after the Termination Date the Trustees shall stand possessed of the corpus of the Trust Funds and the income thereof and any income previously derived by the Trustees that has not been paid, applied or appropriated in accordance with Clause 6.1 of this Deed, upon trust to pay, apply or appropriate the same to or for or otherwise howsoever for the benefit of the Consumers or the Company in such manner and in such shares as the Trustees shall in their absolute and unfettered discretion consider fair and equitable provided however that if the Trustees have not so paid, applied or appropriated any or all of such Trust Fund and income on the day before the first anniversary of the Termination Date the amount so remaining shall be paid in equal shares to Electors as at the first anniversary of the Termination Date.

7. APPOINTMENT, RETIREMENT AND PROCEEDINGS OF TRUSTEES

The Rules set forth in the Schedule hereto (with such amendments, deletions and additions thereto as may lawfully be made in manner therein appearing) shall upon the execution of this Deed govern the appointment, retirement and proceedings of the Trustees and associated matters.

8. GENERAL POWERS

- 8.1 The Trustees may exercise the powers, authorities, and discretions conferred by this Deed in addition to and not by way of limitation of the powers, authorities and discretions conferred upon the Trustees generally by the Trustee Act (except where otherwise specified in this Deed). For the avoidance of doubt, the Trustees shall have no power, authority or discretion to participate in the management or operation of the Company and in exercising the powers conferred by this clause and Clause 9 the Trustees shall be restricted to exercising their rights as a shareholder subject always to the provisions of this Deed and in particular Clause 4.

8.2 In the exercise of any power, authority or discretion under this Deed the Trustees shall have no obligation to deal with persons other than those who qualify as Consumers or Electors (as the case may be) as defined in this Deed and in particular shall not be required to recognise any trust or other arrangement affecting any Consumer or Elector.

9. SPECIFIC POWERS

The Trustees shall have and may exercise either alone or together with any other person or persons the following powers, authorities and discretions:

- 9.1 **To Appoint Directors:** To appoint directors of the Company in the manner provided by the Constitution of the Company provided however that prior to appointment of any directors the Trustees shall make it known generally that prospective candidates as directors are being sought and shall procure an independent evaluation of the most suitable candidates by a professionally qualified consultant engaged by the Trustees of the prospective candidates and in exercising any right of appointment the Trustees shall have regard to the recommendations of the consultant so engaged.
- 9.2 **To Appoint Secretary:** To appoint and pay any person, who is not a Trustee, as secretary of the Trust and to remove such person and appoint replacement secretaries as they think fit.
- 9.3 **To Employ:** To employ and pay any person, firm, company or corporation to do any act of whatever nature relating to the Trust including the receipt and payment of money without being liable for loss incurred thereby.
- 9.4 **To Appoint Custodian Trustee:** To exercise the powers conferred by section 50 of the Trustee Act to appoint any corporation to be a custodian trustee of the Trust Fund.
- 9.5 **To Invest:** To invest or reinvest, in any form of investment authorised by this Deed or by law, all or any part of the Trust Fund, whether income or capital, not immediately required for the purposes of the Trust.
- 9.6 **Bank Accounts:** To open an account or accounts at any time or times in the name of the Trust at any Bank (and to overdraw any such account with or without giving any security) and in addition to the powers conferred by section 81 of the Trustee Act to make arrangements with any Bank for the Trustees or any two or more of the Trustees or one or more of the Trustees together with any other person named in writing by all of the Trustees to operate upon any account from time to time opened or subsisting at that Bank.
- 9.7 **Capital Income and Blended Funds:** To determine whether any money for the purposes of this Deed is to be considered as income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion payments and every such determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund and income thereof.
- 9.8 **Shareholders' powers:** Subject to the provisions of this Deed, to exercise as the Trustees in their absolute discretion think fit all the voting powers attaching to any Shares in the Company and Other Shares forming part of the Trust Fund.

- 9.9 Reorganisation, reconstruction, merger etc: To consider any recommendations made by the Directors on any proposal relating to any reconstruction or amalgamation or merger of the Company or any modification of the rights of shareholders or subject to Clause 9.10, other dealing with such Shares and after giving due consideration to the recommendations of the Directors to make a decision in respect of any such proposal as the Trustees may consider shall be for the benefit of or in the interests of the Trust Fund provided however that the Trustees shall make no decision in respect of any such proposal if as a result of such proposal the Trustees would hold less than 51 percent of the issued Shares by the Company without first obtaining the views of the public with respect to the proposal by implementing the Public Consultative Procedure.
- 9.10 Increase in Capital: To consider any recommendation made by the directors on any proposal to increase the capital of the Company and after giving due consideration to the recommendations of the directors and if the Company requires additional equity capital to vote in favour of such a proposal and the Trustees and the directors shall endeavour to ensure that except where the interests of the Trust Fund require some other method of distribution any new Shares shall be offered to the following classes of person in the following sequence:
- (a) first to Consumers on the basis of an equal number of Shares for each Consumer.
 - (b) second to the extent that any Shares are not taken up by the Consumers to whom they are offered under (a) above they shall be made available to all Consumers and allocated to all those who apply for them and to the extent that the number of Shares applied for exceeds the number of Shares available the Shares shall be allocated equitably by reducing progressively the entitlement of Consumers who applied beginning with those who applied for the greatest number of Shares until the number of Shares available equals the number to be allocated to all Consumers;
 - (c) third, to the extent that any Shares are not allocated to Consumers under (a) or (b) above, they shall be made available to all Electors and allocated to all those who apply for them and to the extent that the number of Shares applied for exceeds the number of Shares available the Shares shall be allocated equitably by reducing progressively the entitlement of Electors who applied beginning with those who applied for the greatest number of Shares until the number of Shares available equals the number to be allocated to all Electors; and
 - (d) finally, any Shares not allocated to Consumers or Electors, shall be offered to the public on terms no more favourable than those offered to Consumers or Electors.
- 9.11 Determining Questions: To determine all questions and matters of doubt which may arise in the course of the Trusteeship of this Trust.
- 9.12 To Borrow: To borrow moneys on such terms and subject to such conditions and for such purposes as the Trustees think fit.

9.13 To Lease: To lease or take on a lease or licence any property on such terms and subject to such conditions as they think fit and to accept or effect such surrenders or leases and licences as they think fit.

9.14 General: To do such other acts and things as the Trustees may in their absolute discretion consider incidental or conducive to the general purpose of the Trust.

10. POWERS OF INVESTMENT

10.1 The powers conferred by this clause or any other part thereof or any other part of this Deed shall not be in any way limited or restricted by the terms or any other part or by any statutory power or provisions and the Trustees shall not be bound by the requirements of section 13B, C and E of the Trustee Act.

10.2 The Trustees shall have absolute and uncontrolled power and discretion in the management and investment of the Trust Fund and that they may do or cause to be done all such acts matters or things of whatsoever kind or nature and sign all such instruments or documents as they may think proper or expedient as fully freely unreservedly and unconditionally as if they were the absolute owners of the Trust Fund.

10.3 The Trustees may hold all or any part of the Trust Fund uninvested in accordance with Clause 10.2 for any period or periods for the purpose of:

(a) accumulating sufficient funds for the purposes of investment; or

(b) holding sufficient funds to meet payments as they fall due.

10.4 Notwithstanding the provisions of section 13C of the Trustee Act and the likelihood that the Trustees will from time to time include persons whose profession, employment, or business is or includes acting as a trustee or investing money on behalf of others, it is hereby declared that the care, diligence and skill to be exercised by the Trustees in exercising any power of investment shall not be that required of such persons by the said section 13C but shall at all times be the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others.

10.5 Notwithstanding anything in this Deed, no Trustee shall be liable for any breach of trust in respect of any duty to exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of others or that a prudent person engaged in a profession, employment or business that is or includes acting as a trustee or investing money on behalf of others would exercise in managing the affairs of others merely (in either case) because the investments of the Trust Fund are not diversified.

10.6 If the Trustees believe an investment decision may fall outside the Trustees' area of expertise then the Trustees shall have an appropriate independent investment advisor review the decision.

11. ADVICE OF COUNSEL

Without derogating from the generality of the foregoing powers, the Trustees are hereby further empowered to take and act upon the opinion of any barrister of the High Court of New Zealand of not less than seven years' standing whether in relation to the interpretation of this Deed or any other document or any statute, as to the administration of the trust declared and authorised by this Deed or by any other document without being liable to any person who may

claim to be in any way beneficially interested in respect of any act done in accordance with such opinion provided that nothing in this clause shall prohibit the Trustees from applying to the Court should the Trustees think fit.

12. DUTIES OF TRUSTEES

The Trustees shall:

- 12.1 subject to Clause 8, act as a diligent shareholder and in particular monitor the performance of the directors of the Company with respect to the Company's statement of corporate intent, and exercise the rights of shareholders for the benefit of the Trust Fund and with due regard to the objective of the Company to be a successful business.
- 12.2 ensure that full and correct accounts of all the financial transactions of the Trust and its assets and liabilities and funds are kept.
- 12.3 after the end of each Financial Year cause to be prepared financial statements including a balance sheet and income and expenditure account and notes to those documents giving a true and fair view of the financial affairs of the Trust for that Financial Year. The financial statements shall show separately the names of persons or organisations to whom distributions of income have been made by the Trust in that Financial Year and the amounts distributed where such distributions are not made as part of a general distribution to Consumers.
- 12.4 appoint from time to time on such terms as they think fit as auditor of the Trust a person who is either:-
 - (a) a member of the Institute of Chartered Accountants of Australia and New Zealand. **[amended 29.07.16]**
 - (b) a member, fellow, or associate of an Association of Accountants constituted in some part of the Commonwealth outside New Zealand and for the time being approved for the purpose of the audit of the company accounts under section 199(1) of the Companies Act 1993.
- 12.5 ensure that the financial statements are audited.
- 12.6 immediately upon completion of the audit of the financial statements insert advertisements in a principal newspaper or newspapers circulating in the District, notice that the statements of the Trust together with copies of the reports and accounts of the Company are available for public inspection at the office of the Trustees.
- 12.7 make the financial statements of the Trust and the Company available to the public in accordance with Clause 13.
- 12.8 within four months after the end of each Financial Year of the Trust, hold a public meeting in the District and at that meeting report on the operation of the Trust and the Company during the preceding Financial Year. The Trustees shall also make available for distribution at that meeting a summary of the reports of the Company and the Trust. The Trustees shall give not less than 14 days' notice in a principal newspaper or newspapers circulating in that District of the holding of such a public meeting.

- 12.9 in respect of any statement of corporate intent delivered to the Trustees by the Company make comments thereon to the Directors of the Company within one month from the date of delivery of such statement by the Company to the Trustees and in making any comments the Trustees shall ensure that the statement of corporate intent is consistent with the obligation of the directors to operate the Company as a successful business and in particular to optimise the return on the assets of the Company.
- 12.10 make any completed statement of corporate intent available to the public in accordance with Clause 13.
- 12.11 at the meeting to be held in accordance with Clause 12.8 and while the Trustees are the majority shareholders of the Company comment on the company's compliance with its then current statement of corporate intent.
- 12.12 exercise where required to do so following the views expressed by the public at the meeting held in accordance with Clause 12.8, its right to require modifications to the statement of corporate intent in accordance with section 40(2) of the Act subject always to the requirements of section 40(3) of the Act.
- 12.13 make a copy of this Deed available to the public in accordance with Clause 13.
- 12.14 comply with the Electricity Industry Reform Act 1998.

[added 30.10.98]

13. INFORMATION TO THE PUBLIC

- 13.1 For the purpose of complying with any requirement under this Deed to make any document or information available to the public, it shall be sufficient for the Trustees to make such document or information available for inspection at any office of the Trust or any office of the Company or at any other place in the District during normal business hours on any business day.
- 13.2 The Trustees shall give not less than 3 days' notice of the place at which and the times when such documents or information may be inspected by the public in a principal newspaper or newspapers circulating in the District.

14. VARIATION TO TRUST DEED

- 14.1 This Deed may be altered or amended only by the unanimous resolution of the Trustees in writing. The Trustees shall provide a copy of the proposed amendments to the directors of the Company for their comment but shall not be bound by any such comments. No amendment under this clause shall be effective unless the proposed amendment has been subject to the Public Consultative Procedure.

14.2 Notwithstanding clause 14.1 no alteration or amendment may be made to this Deed that has the effect of limiting or restricting the obligations or powers of the Trustees under this Deed to:

- (a) review proposals and available options for the ownership of the Shares held by the Trustees in the Company in accordance with clause 4; or
- (b) sell, transfer or dispose of the Shares following an ownership review held in accordance with clause 4.

15. WINDING UP OF TRUST

15.1 If the Trust holds less than 5 per cent of the total share capital of the Company (which for these purposes shall include any shares held by the Trust in any company with which the Company has merged) and no longer holds any debt security issued by the Company or a resolution to wind up the trust has not been passed by 1 January 2072, the Trustees may pass the resolutions requiring the trust to be wound up. If the resolutions have not been passed by 1 July 2072 the provisions of Clause 15.2 shall apply as if the resolution had been passed.

15.2 On the winding up of the Trust, all surplus after the payment of all costs, debts and liabilities shall be paid, applied or appropriated to or for or otherwise howsoever for the benefit of Consumers or Electors in accordance with Clause 6.2.

16. INTERESTED TRUSTEES

16.1 The Trustees shall not be employed in the service of or hold any office in or become a director of the Company.

16.2 A Trustee who in any way, whether directly or indirectly has a material interest in any contract or proposed contract or arrangement or dealing with the Trust (other than as a Consumer or as a member, officer, or employee of any firm, company or organisation that is a Consumer) shall disclose the nature of that interest at a meeting of the Trustees and such disclosure shall be recorded in the minutes of the meeting.

16.3 A Trustee required to disclose an interest by Clause 16.2 may be counted in a quorum present at a meeting but shall not vote in respect of the matter in which the Trustee is interested (and if the Trustee does so the vote shall not be counted) provided that the Trustee may be expressly permitted to vote by a unanimous vote of the other Trustees present given after the disclosure of the interest.

16.4 If any question shall arise at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote and such question is not resolved by the Trustee voluntarily agreeing to abstain from voting, such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to any such Trustee shall be final and conclusive except in a case where the nature or extent of the interests of the Trustee concerned have not been fairly disclosed.

17. LIABILITY

17.1 No Trustee acting or purporting to act in the execution of the trusts of this Deed shall be liable for any loss not attributable to his or her own dishonesty or to the wilful commission or omission by him or her of an act where such commission or omission is known by him or her to be a breach of trust and in particular no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

17.2 Every Trustee shall be chargeable only for such moneys as he or she shall actually have received although he or she may have joined in any receipt for money received by any other of them and shall not be answerable for the acts of any other Trustee nor for any loss which may arise by reason of any trust funds being lawfully deposited in the hands of any banker, solicitor or agent or for the sufficiency or insufficiency or deficiency of any security upon which any trust money or part thereof may be invested or for any loss in the execution of any trust unless the same shall happen through his or her neglect or default.

18. INDEMNITY

Any Trustee, officer or employee of the Trust shall be indemnified and/or insured out of the assets of the Trust for an in respect of any loss or liability which such Trustee may sustain or incur by reason of the carrying out or omission of any function, duty or power of the Trustees under this Deed and in respect of any expenses incurred by the Trustee in the management and administration of the Trust Fund unless such loss or liability is attributable to such Trustee's dishonesty or to the wilful commission by such Trustee of an act known to the Trustee to be a breach of trust or to the wilful omission by such Trustee of any act when that omission is known by such Trustee to be a breach of trust.

IN WITNESS WHEREOF this Deed has been executed the day and year first hereinbefore written.

SIGNED by
RUSSELL JOSEPH BAILEY
as a Trustee in the presence of:

SIGNED by
PETER STUART BOOTH
as a Trustee in the presence of:

SIGNED by
MAURICE LLOYD BROWN
as a Trustee in the presence of:

SIGNED by
TERENCE WILLIAM GOODALL
as a Trustee in the presence of:

SIGNED by
LOUIS ALFRED WENSLEY
as a Trustee in the presence of:

SIGNED by
GRAHAM EDWARD
PROMFRET-BROWN
as a Trustee in the presence of:

THE COMMON SEAL of
TASMAN ENERGY LIMITED
was hereunto affixed
in the presence of:

Director

Director/Secretary

NETWORK TASMAN TRUST

SCHEDULE 1

RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

1. INTERPRETATION

These Rules are those referred to in Clause 7 of the Deed and accordingly:

- 1.1 Terms in these Rules to which are ascribed special meanings in the Deed have the meanings so ascribed to them, unless otherwise provided or the context otherwise requires.
- 1.2 These Rules shall be construed subject to the provisions of the Deed, and in the case of conflict between the provisions of these Rules and those of the Deed the provisions of the Deed shall prevail.

PART 1 - CONSTITUTION OF THE TRUSTEES

2. APPOINTMENT OF TRUSTEES

- 2.1 The first Trustees of the Trust shall be the persons signing the Deed as Trustees. The Trustees shall consist of:
 - (a) five Trustees elected in accordance with the procedure contained in Rule 2.2; and
 - (b) one Trustee appointed in accordance with the procedure contained in Rule 2.5.
- 2.2 The number of Trustees elected pursuant to this clause 2.2 shall be five. The five persons holding office as Trustees on 1 April 1999, being Sheila Gwennifer Davis, Terence William Goodall, Peter Heywood Malone, Kelvin Henry Haycock, Albert Alfred Aubrey, continue in office and are deemed to have been elected as Trustees pursuant to this Trust Deed. An election of Trustees shall be held every three years with the next election to be held on 1 October 2000 and then every three years thereafter. At the next election of Trustees at least three Trustees shall retire from office and at the following election two Trustees shall retire from office and so on. The Trustees to retire from office shall be those who have been in office longest since their election so that three Trustees shall retire from office on 1 October 2000 and two Trustees on 1 October 2003 and so on. A retiring Trustee shall be eligible for re-election. Where more than the appropriate number of Trustees to retire have been in office for the same length of time those to retire shall (unless they agree otherwise amongst themselves) be determined by lot.

2.3 The Trustees shall organise the elections and ensure that all Consumers of the Company have an opportunity to vote at such elections and for these purposes may appoint any person to organise and run the elections on their behalf. Nominations shall be invited from the public and must be made no later than 1 July in each year in which an election is held. No later than 1 August in each year in which an election is held, the Trustees shall arrange for a postal and/or electronic vote of Consumers to be held to replace the elected Trustees. **[amended 07.07.11]**

2.4 The postal vote shall be held in accordance with the following provisions:

- (a) Those eligible to vote shall be Consumers of the Company as at a date to be designated by the Trustees to be no later than 1 July in the year of the election; **[amended 07.07.11]**
- (b) On the basis of the records of the Company the Trustees shall compile a roll of those entitled to vote which shall be made available for public inspection in accordance with Clause 13;
- (c) The Trustees shall appoint a suitable person as a returning officer for the purposes of each election;
- (d) If the number of candidates does not exceed the number of vacancies to be filled, the candidate or candidates shall be duly elected as Trustees and the public shall be notified in accordance with Clause 13;
- (e) As soon as practicable but not later than 1 August in the year in which the election is to be held, the returning officer may, acting on instruction of the Trustees, use any of the following voting methods:
 - (i) the method of voting commonly known as booth voting;
 - (ii) the method of voting commonly known as postal voting;
 - (iii) any form of electronic voting;
 - (iv) any method of voting involving a combination of more than one of the methods referred to in subparagraphs (i) to (iii) above; or
 - (v) any other method of voting howsoever described.

The returning officer shall give, not less than two weeks prior to the date on and the time at which voting is to close, to the Consumers, in such manner as the returning officer shall deem fit, a postal and/or electronic ballot paper which shall contain:

(vi) the names of all candidates validly nominated in alphabetical order of their surnames and appropriate provision for recording the Consumer's vote;

(vii) if postal voting is to be used, a pre-paid envelope in which the ballot paper is to be placed and returned to the returning officer; and

(viii) a written explanation of the method of recording the Consumer's vote, the manner in which the ballot paper is to be returned, and the date and time at which voting is to close. **[amended 29.07.16]**

- (f) Where the Consumer is not a natural person, the Consumer shall appoint a natural person to exercise the Consumer's vote on its behalf;
- (g) No vote shall be valid unless it is delivered to the returning officer by the date specified for the close of voting to be not less than two weeks after posting of the voting papers; **[amended 07.07.11]**
- (h) The Returning Officer is permitted to process votes progressively during the voting period. After the close of voting the Returning Officer shall count the votes; **[amended 07.07.11]**
- (i) When all the votes have been dealt with the returning officer shall notify the public of the result in accordance with Clause 13. Where there is an equality of votes between candidates the returning officer shall determine by lot the candidate to be elected; **[amended 07.07.11]**
- (j) Each candidate shall be given an opportunity to provide information to Consumers about his or her qualifications and expertise to be elected as a Trustee and such details, to be no longer than 150 words in length, shall together with a photograph of the candidate be sent to each Consumer with the voting papers. **[amended 07.07.11]**

2.5 The first appointed Trustee shall hold office until 1 October 2003 and each appointed Trustee shall hold office for six years. The person holding office as Trustee on 1 April 1999, being Terry Michael Kreft, continues in office and is deemed to have been appointed as Trustee pursuant to this Trust Deed. No later than 1 August in each year in which an appointment is to be made the Trustees shall request the directors of the Company to determine and advise the Trustees of the three Consumers whose annual line charge paid to the Company directly by the Consumers, or by an electricity supply company, whom the three Consumers have paid their line charges to, is the highest. This shall be determined by the amount of the line charge in the years to 31 March in the year of the appointment. The Trustees shall invite those Consumers to make an appointment as Trustee and if an appointment has not been made by 1 October in the year in which the appointment should be made, the Trustees then in office shall make the appointment.

2.6 Notwithstanding the manner of appointment of any of the Trustees, all Trustees shall represent and act in the interests of the community as a whole and in particular the Consumers.

2.7 The following persons may not take office as a Trustee:

- (a) a person who is an undischarged bankrupt;
- (b) a person who has been convicted of a crime involving dishonesty (within the meaning of Section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last 7 years.
- (c) a person who is prohibited from being a director, officer or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated

body under the Companies Act 1993, the Financial Markets Conduct Act 2013, the Takeovers Act 1993 or the Charities Act 2005; **[amended 29.07.16]**

- (d) a person who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
- (e) a person who is not an elector, or is not qualified to be an elector, for the purposes of the Electoral Act 1993
- (f) a person who is a director of, or is employed by the Company;
- (g) if a person is an elected member or employee of any territorial Local Authority and there are already two persons who are elected members or employees of a Local Authority.
- (h) a person who does not reside in the District.

[amended 07.07.11]

2.8 The number of Trustees shall be six.

2.9 (a) A casual vacancy shall be deemed to have occurred when a Trustee does not complete his/her term of office, including where a person is notified as being elected in accordance with clause 2.4(i) but who informs the Trust that he/she cannot or will not take office.

(b) If a candidate withdraws or is disqualified (pursuant to clauses 2.7 and 8) after the ballot has been printed but before the election is notified in accordance with clause 2.4(i) the Returning Officer will assign that candidate a total of zero votes, regardless of the actual number cast for that candidate.

(c) If a casual vacancy exists so that the number of Trustees falls below six the remaining Trustees may, but shall not be obliged to, appoint a person who is eligible pursuant to clause 2.7 to be a Trustee for the balance of the term of office of the Trustee who does not complete his/her term of office.

(d) Where a casual vacancy has not been filled by the time nominations are invited from the public for the next election of Trustees, at which the Trustee who does not complete his/her term of office would not have been expected to retire, a new Trustee shall be elected in that next election of Trustees. The casual vacancy shall be filled by the candidate with highest number of votes in the election other than those candidates elected to fill the vacancies of retiring Trustees.

[amended 07.07.11]

3. TERM OF OFFICE

Subject to Rules 2.2 and 2.5 and Rule 8, the Trustees shall hold office for a term of six years from the date of their appointment or election.

4. REMUNERATION AND EXPENSES OF TRUSTEES

4.1 Remuneration: The Trustees shall be entitled in each Financial Year to such remuneration for their services as they may consider to be reasonable after taking into

consideration a report from an independent consultant, the fees payable to the Company's directors and having regard to the expected duties and responsibilities of the Trustees. The fees payable shall not exceed the maximum recommended by the consultant. **[amended 07.07.11]**

4.2 Expenses: The Trustee shall be entitled to be indemnified by and reimbursed for any expenses incurred by them in the exercise of their powers and duties under this Deed.

4.3 Payments to be made from Trust Funds: The payments of remuneration and expenses to the Trustees pursuant to Rule 4.1 or Rule 4.2 shall be paid out of the Trust Fund provided however that pending receipt of any income by the Trust the directors of the Company may advance sums to the Trust which sums shall repaid immediately upon receipt by the Trust of any income.

5. DELEGATION BY TRUSTEES

Any Trustee may, in any of the circumstances permitted by section 31 of the Trustee Act, exercise the powers under that section of delegating to any person, who has been approved by the other Trustees, during any period for which that Trustee may be absent from New Zealand or incapable of performing his or her duties as a Trustee, all or any trusts powers authorities and discretions vested in him or her as a Trustee of the Trust.

6. CHAIRPERSON

The Trustees may elect a chairperson and a vice chairperson at their meetings and determine the period for which the chairperson and vice chairperson are to hold office. The chairperson (or in the absence of the chairperson the vice chairperson) shall take the chair at all meetings of the Trustees and shall have a casting as well as a deliberative vote.

7. QUORUM

A quorum at meetings of the Trustees shall comprise four Trustees if the number of Trustees holding office is six. In all other cases the quorum shall be not less than 70 per cent of the number of Trustees then holding office provided that at least three elected Trustees shall be present.

8. CESSATION OF TRUSTEESHIP

A Trustee shall cease to hold office if such Trustee:

8.1 by notice in writing to the secretary of the Trustee or if there is no secretary to the then chairman, resigns his or her office;

8.2 refuses to act;

8.3 becomes of unsound mind or becomes a protected person under any statute for the time being in force;

8.4 becomes bankrupt or enters into a composition or assignment for the benefit of his or her creditors. **[amended 07.07.11]**

- 8.5 is absent without leave from three consecutive ordinary meetings of the Trustees;
- 8.6 Is otherwise disqualified from being a trustee pursuant to clause 2.7 (a) to clause 2.7(g). [amended 07.07.11]

9. RECORDING OF CHANGE OF TRUSTEES

Upon every appointment, reappointment, retirement or cessation of office of any Trustee the Trustees shall cause an entry thereof to be entered in the minute book of the Trust.

10. VALIDITY OF PROCEEDINGS

All acts done by any meeting of Trustees or of a committee of Trustees or by any person acting as a Trustee shall (notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid or that they or any of them were for any reason disqualified) be as valid as if such person had been duly appointed and was qualified to be a Trustee.

11. RESCISSION OR VARIATION OF RESOLUTIONS

Any resolution of the Trustees may be rescinded or varied from time to time by the Trustees at any ordinary or special meeting.

PART II - ADMINISTRATIVE PROVISIONS

12. ORDINARY MEETINGS

The Trustees shall meet at such intervals as they deem appropriate to the conduct of the affairs of the Trust.

13. SPECIAL MEETINGS

Three Trustees may at any time summon a special meeting for any reason deemed by them to justify the same.

14. NOTICE OF MEETINGS

Notice in writing of every meeting whether ordinary or special shall be delivered or sent by post or sent by facsimile or sent by email to each Trustee by the secretary (or other person acting under the direction of the Trustees) or (in the case of a special meeting) by or under the direction of the persons summoning it at least 7 days before the date of the next meeting. No notice shall be necessary for adjourned meetings except to Trustees not present when the meeting was adjourned.

15. CONTENT OF NOTICE

Every notice of meeting shall state the place, day, and hour of the meeting and every notice of a special meeting shall state the matters to be discussed at that meeting. Notice of any general or special meeting may be abridged or waived if all the Trustees who are for the time being in New Zealand consent in writing to such abridgement or waiver.

16. ADJOURNMENT

If a quorum is not present within thirty minutes after the time appointed for any meeting the Trustee or Trustees present may adjourn the meeting. Any meeting may be adjourned by the chairperson upon the adoption of a resolution for its adjournment.

17. COMMITTEES

The Trustees may from time to time appoint any one or more members of their body to be a committee for making any inquiry, for superintending or transacting any business of the Trust, for the investment and management of the Trust Funds or any part thereof, or for the performance of any duty or function which in the opinion of the Trustee will further the purposes and objects of the Trust. Subject to these Rules and to any directions from time to time given by the Trustees every such committee may regulate its own procedure so that a quorum at any meeting of the committee shall comprise a majority of its members for the time being.

18. MINUTES

18.1 A Minute Book shall be provided and kept by the Trustees and all proceedings of the Trustees shall be entered in the Minute Book.

18.2 Any such minute if purporting to be signed by the chairperson of the meeting at which the proceedings were had or by the chairperson of the next succeeding meeting shall be evidence of the proceedings.

18.3 Where minutes have been made in accordance with the provisions of this Rule of the proceedings at any meeting of the Trustees then until the contrary is proved the meeting shall be deemed duly held and convened and all proceedings at that meeting to have been duly convened.

19. RESOLUTIONS IN WRITING

A resolution in writing signed by all the Trustees or by all the members of a committee shall be as effective for all purposes as a resolution passed at a meeting of the Trustees or of such committee as the case may be duly convened, held and constituted. Such resolution may consist of several documents in the form, each signed by one or more of the Trustees or members of the committee, as the case may be.

20. MEETINGS BY TELEPHONE

For the purposes of these Rules the contemporaneous linking together of a number of the Trustees or members of a committee ("the participants") not less than a quorum together with the secretary or a person acting secretorially shall be deemed to constitute a meeting and all the provisions in these Rules as to meetings shall apply to such meetings by telephone so long as the following conditions are met:

20.1 All the participants for the time being entitled to receive notice of a meeting shall be entitled to notice of a meeting by telephone and to be linked by telephone for the purposes of such meeting. Notice of such meeting may be given by telephone;

- 20.2 Each of the participants taking part in the meeting by telephone, and the secretary or person acting secretarially, must be able to hear each of the others taking part at the commencement of the meeting;
- 20.3 At the commencement of the meeting each participant must acknowledge his or her presence for the purpose of such meeting to all the others taking part;
- 20.4 A participant may not leave the meeting by disconnecting his or her telephone without having previously obtained the express consent of the chairperson of the meeting and shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless having obtained the express consent of the chairperson to leave the meeting as aforesaid;
- 20.5 A minute of the proceedings at such meeting by telephone shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting and by the secretary or person acting secretarially.

21. BANK ACCOUNTS

Bank accounts in the name of the Trust shall be opened and kept with a bank or banks to be from time to time selected by the Trustees. All sums of money received on account of the Trust shall be forthwith paid into the credit of such account or accounts unless otherwise expressly ordered by the Trustees. All negotiable instruments and all receipts for money paid to the Trust shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Trustees from time to time determine.

22. EXECUTION OF DOCUMENTS

All documents required to be executed by the Trustees shall be deemed to be validly executed and binding on the Trust if these documents have been entered into and executed by the authority of the Trustees previously given and signed by at least two Trustees and countersigned by the secretary or by another Trustee or any other person approved by the Trustees for the purpose.

23. GENERAL POWERS

Subject to the provisions of the Deed and of the preceding Rules the Trustees shall have the power to do all acts and things which they may consider proper or advantageous for accomplishing the purposes and objects of the Trust.

PART III - AMENDMENT TO RULES

24. AMENDMENTS

- 24.1 The Rules set forth in Part II of the Schedule being administrative provisions may be rescinded, amended or added to by the unanimous resolution of the Trustees.
- 24.2 No such resolution shall be effective unless notice thereof shall have been given in the notice convening the meeting and no such rescission, amendment or addition shall conflict with any of the provisions of the Deed or the Act.

NETWORK TASMAN TRUST

SCHEDULE 2

PUBLIC CONSULTATIVE PROCEDURE

In respect of any provision of this Deed which requires the Trustees to implement a Public Consultative Procedure, the Trustees shall:

- (a) Place notice of the proposal before a meeting of the Trustees;
- (b) Give notice of the proposal to the public in accordance with clause 13 of the Deed;
- (c) In every notice given under paragraph (b) of this Schedule, specify a period within which persons interested in the proposal may make submissions on the proposal to the Trustees and to the directors of the Company;
- (d) Ensure that any person who makes written submissions on the proposal within the period specified in the notice given under paragraph (b) of this Schedule is given a reasonable opportunity to be heard by the Trustees;
- (e) Ensure that every meeting at which submissions are heard or at which the Trustees deliberate on the proposal are open to the public;
- (f) Make all written submissions on the proposal available to the public; and
- (g) Ensure that the final decision in relation to the proposal is made at a meeting of the Trustees which is open to the public.

The period specified pursuant to paragraph (c) above shall be not less than one month and no more than three months from the date of the first notice. **[amended 07.07.11]**