



PO Box 14001  
Christchurch 8544  
New Zealand  
Telephone (+64 3) 358 5029

[christchurchairport.co.nz](http://christchurchairport.co.nz)

## **CHRISTCHURCH INTERNATIONAL AIRPORT LIMITED (“CIAL”)**

3 December 2020

### **Amendments to Bond Trust Deed**

CIAL has amended its Master Trust Deed dated 9 November 2012 (as amended and/or restated from time to time) (“Master Trust Deed”) under which CIAL issues debt securities from time to time.

The amendments to the Master Trust Deed have been made in anticipation of the Trusts Act 2019 coming into force.

A copy of the Amending Deed to the Master Trust Deed will shortly be available on CIAL’s website at <https://www.christchurchairport.co.nz/about-us/who-we-are/financial-reports/bond-offer/>.

ENDS

For further information:

Tim May

Chief Financial Officer

Phone: +64 3 378 2329

Mobile: +64 21 228 3505

Email: [tim.may@cial.co.nz](mailto:tim.may@cial.co.nz)



# 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

*27<sup>th</sup>  
3<sup>rd</sup>*


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

<b>Ireen Muir</b> Head of Client Services Corporate Trustee Services Public Trust Wellington
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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.

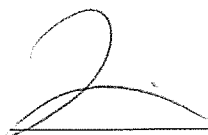
This is a certificate for the purposes of section 108(2)(b) of the Financial Markets Conduct Act 2013 (**FMCA**).

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  
3<sup>rd</sup>

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