

# Information Memorandum



## Medium Term Note Programme

Issuer

**Ausgrid Finance Pty Ltd**

(ABN 14 615 343 005)

Guaranteed by certain of its related entities

Dealer

**Commonwealth Bank of Australia**

(ABN 48 123 123 124)

The date of this Information Memorandum is 1 December 2025.

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# Important Notice

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***This Information Memorandum replaces the Information Memorandum dated 1 March 2024 in its entirety.***

## **Introduction**

This Information Memorandum relates to the medium term note programme (“**Programme**”) established by Ausgrid Finance Pty Ltd (ABN 14 615 343 005) (“**Issuer**”). Medium term notes (“**Notes**”) that may be issued from time to time under the Programme will have the benefit of the Security (as described in the section entitled “*Security Arrangements*” below). The Notes will also be guaranteed by each Guarantor listed in the section entitled “*Summary of Security Arrangements*” (together with the Issuer, the “**Obligors**”) under a New South Wales law governed guarantee and indemnity contained in the Security Trust Deed (“**Guarantee**”).

Terms used in this Information Memorandum but not otherwise defined have the meanings given to them in the Conditions (as defined below).

## **Responsibility**

This Information Memorandum has been prepared by, and is issued with the authority of, the Issuer.

The Issuer accepts responsibility for the information contained in this Information Memorandum other than the information provided by the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer and the Agents (each as defined in the section entitled “*Summary of the Programme*” below) in relation to their respective details in the sections entitled “*Summary of the Programme*” and “*Directory*” below.

## **Place of issuance**

Subject to applicable laws and directives, the Issuer may issue Notes under the Programme in any country, including Australia and countries in Europe and Asia, but (subject to the below) not in the United States of America. Neither the Notes nor the Guarantee of the Notes have been, nor will be, registered under the Securities Act of 1933 of the United States of America (as amended) (“**US Securities Act**”) and, accordingly, the Notes may not be offered, sold, delivered or transferred, at any time, within the United States of America, its territories or possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the US Securities Act) except in a transaction exempt from the registration requirements of the U.S. Securities Act.

Notes may be lodged in the Austraclear System (as defined in the section entitled “*Summary of the Programme*” below) and, if so, will be issued in Australia in accordance with the Austraclear Regulations. Notes may also be lodged in such other clearing system, as may be specified in the relevant Pricing Supplement (as defined below) for such Notes. The Issuer may also issue notes, bonds or other debt obligations (including dematerialised securities) otherwise than under the Programme.

## **Terms and conditions of issue**

Notes will be issued in series (each a “**Series**”). Each Series may comprise one or more tranches (each a “**Tranche**”) having one or more issue dates and on terms and conditions that are otherwise identical to each other Tranche comprising that Series (other than, to the extent relevant, in respect of the issue price, and the date of the first payment of interest).

Each issue of Notes will be made pursuant to such documentation as the Issuer may determine. A pricing supplement and/or another supplement to this Information Memorandum (each a “**Pricing Supplement**”) will be issued for each Tranche of Notes. A Pricing Supplement will contain details of the initial aggregate principal amount, issue price, issue date, maturity date, details of interest (if any) payable together with any other terms and conditions not set out in this Information Memorandum that may be applicable to that Tranche or Series of Notes. The terms and conditions (“**Conditions**”)

applicable to the Notes are included in this Information Memorandum and may be supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes.

The Issuer may also publish a supplement to this Information Memorandum (or additional Information Memoranda) which describes the issue of Notes (or particular classes of Notes) not otherwise described in this Information Memorandum. A Pricing Supplement or a supplement to this Information Memorandum may also supplement, amend, modify or replace any statement or information set out in a Pricing Supplement or incorporated by reference in this Information Memorandum or a supplement to this Information Memorandum.

### **Documents incorporated by reference**

This Information Memorandum is to be read in conjunction with all documents which are deemed to be incorporated into it by reference as set out below. This Information Memorandum shall, unless otherwise expressly stated, be read and construed on the basis that such documents are so incorporated and form part of this Information Memorandum. References to “**Information Memorandum**” are to this Information Memorandum together with any other document incorporated by reference collectively and to any of them individually.

The following documents (including any that are published or issued from time to time after the date of this Information Memorandum) are incorporated in, and taken to form part of, this Information Memorandum (“**Incorporated Documents**”):

- all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time;
- the most recent audited consolidated financial statements for the Group;
- each Pricing Supplement and all documents stated therein to be incorporated in this Information Memorandum; and
- all other documents issued by the Issuer and stated to be incorporated in this Information Memorandum by reference.

Any statement contained in this Information Memorandum shall be modified, replaced or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any Incorporated Document modifies, replaces or supersedes such statement (including whether expressly or by implication or in whole or in part). Any statement so modified, replaced or superseded shall not be deemed, except as so modified, replaced or superseded, to constitute a part of this Information Memorandum.

Except as provided above, no other information, including any information on the internet sites of any Obligor, any Holding Entity or any Related Body Corporate or in any document incorporated by reference in any of the Incorporated Documents, is incorporated by reference into this Information Memorandum.

Copies of the Note Trust Deed, the Security Trust Deed, the Intercreditor Deed, each Security and each Incorporated Document may be obtained during normal business hours from the offices of the Note Trustee or such other person specified in a Pricing Supplement.

Investors should review, amongst other things, the Incorporated Documents when deciding whether or not to purchase, or otherwise deal in any Notes or rights in respect of any Notes.

### **No offer**

This Information Memorandum does not, and is not intended to, constitute an offer or invitation by or on behalf of the Issuer or any other Obligor or any Holding Entity (or any of their respective affiliates), the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or any Agent to any person to subscribe for, purchase or otherwise deal in any Notes.

## **References to internet site addresses**

Any internet site addresses provided in this Information Memorandum are for reference only and, unless expressly stated otherwise, the content of any such internet site is not incorporated by reference into, and does not form part of, this Information Memorandum.

## **No independent verification**

The only role of the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer and the Agents in the preparation of this Information Memorandum has been to confirm to the Issuer that their respective details in the sections entitled "*Summary of the Programme*" and "*Directory*" below are accurate as at the Preparation Date (as defined below).

Apart from the foregoing, none of the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or the Agents has independently verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made, and no responsibility is accepted, by any of them, as to the accuracy or completeness of this Information Memorandum or any further information supplied by the Issuer in connection with the Programme or any Notes.

The Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer and the Agents expressly do not undertake to review the financial condition or affairs of the Issuer or the other Obligors or any Holding Entity at any time or to advise any holder of a Note ("**Noteholder**"), any potential investor in Notes or any other person of any information coming to their attention with respect to the Issuer, the Programme or the Notes and make no representations as to the ability of the Issuer to comply with its obligations under the Notes.

## **Investors to make independent investment decision and obtain professional advice**

This Information Memorandum contains only summary information concerning the Issuer, the other Obligors, the Holding Entities, the Programme and the Notes. Neither the information contained in this Information Memorandum, nor any other information supplied in connection with the Programme or the issue of any Notes, (1) is intended to provide the basis of any credit or other evaluation in respect of the Issuer, the other Obligors, the Holding Entities or any Notes and should not be considered or relied on as a recommendation or a statement of opinion (or a report of either of those things) by any of the Issuer, the other Obligors, the Holding Entities, the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or the Agents that any recipient of this Information Memorandum (or any other information supplied in connection with the Programme or the issue of any Notes) should subscribe for, purchase or otherwise deal in any Notes, or any rights in respect of any Notes, or (2) describes the risks of an investment in any Notes.

Each potential investor contemplating subscribing for, purchasing or otherwise dealing in any Notes or any rights in respect of any Notes should:

- make and rely upon (and shall be taken to have made and relied upon) its own independent investigation of the financial condition and affairs of, and its own appraisal of the creditworthiness of, the Issuer and the other Obligors and the Holding Entities and the risks of an investment in any Notes;
- determine for itself the relevance of the information contained in this Information Memorandum (including all information incorporated by reference and forming part of this Information Memorandum) and any other information supplied in connection with the Programme or the issue of any Notes, and must base its investment decision solely upon its independent assessment and such investigations as it considers necessary; and
- consult its own financial, legal, tax or other professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of its particular circumstances.

No accounting, regulatory, investment, legal, tax or other professional advice is given in respect of the legal or taxation treatment of investors or purchasers in connection with an investment in any Notes or rights in respect of them and each investor is advised to consult its own professional adviser.

Neither any Dealer nor its related bodies corporate, and/or their directors, officers, employees or clients act as the adviser of or owe any fiduciary or other duties to any recipient of this Information Memorandum in connection with the Notes and/or any related transaction (including, without limitation, in respect of the preparation and due execution of the transaction documents and the power, capacity or authorisation of any other party to enter into and execute the transaction documents). No reliance may be placed on any Dealer for financial, legal, taxation, accounting or investment advice or recommendations of any sort.

## **Risks**

Neither this Information Memorandum nor any other information supplied in connection with the Programme or the issue of any Notes describes the risks of an investment in any Notes. Prospective investors should consult their own financial, legal, tax and other professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

## **Selling restrictions and no disclosure**

Neither this Information Memorandum nor any other disclosure document in relation to the Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”). A person may not make or invite an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia) or distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes in Australia unless the minimum aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in another currency, in each case disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the *Corporations Act 2001* of Australia (“**Corporations Act**”) and such action complies with all applicable laws and directives (see the section entitled “*Selling Restrictions*” below).

This Information Memorandum is not a prospectus or other disclosure document for the purposes of the Corporations Act.

The distribution and use of this Information Memorandum, including any Pricing Supplement, advertisement or other offering material, and the offer or sale of Notes may be restricted by law in certain jurisdictions and intending purchasers and other investors should inform themselves about, and observe, any such restrictions. In particular, no action has been taken by any of the Issuer, any other Obligor, the Holding Entities, the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or the Agents which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

For a description of certain restrictions on offers, sales and deliveries of the Notes, and on distribution of this Information Memorandum, any Pricing Supplement or other offering material relating to the Notes, see the section entitled “*Selling Restrictions*” below.

None of the Issuer, any other Obligor, any Holding Entity, the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or the Agents represents that this Information Memorandum may be lawfully distributed, or that any Notes may be lawfully offered in compliance with any applicable registration or other requirements in any jurisdiction, or under an exemption available in such jurisdiction, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by any of those parties which would permit a public offering of any Notes or distribution of this Information Memorandum in any jurisdiction where action for that purpose is required.

A person may not (directly or indirectly) offer for subscription or purchase or issue an invitation to subscribe for or buy Notes, nor distribute or publish this Information Memorandum or any other offering material or advertisement relating to the Notes except if the offer or invitation, or distribution or publication, complies with all applicable laws and directives.

## **No authorisation**

No person has been authorised to give any information or make any representations not contained in or consistent with this Information Memorandum in connection with the Issuer, any other Obligor, any Holding Entity, the Programme or the issue or sale of the Notes and, if given or made, such information or representation must not be relied on as having been authorised by the Issuer, any other Obligor, any Holding Entity, the Note Trustee, the Security Trustee, the Intercreditor Agent, any Dealer or any of the Agents.

## **Agency and distribution arrangements**

The Issuer has agreed to pay fees for the Agents, the Note Trustee, the Security Trustee and the Intercreditor Agent for undertaking their respective roles and reimburse them for certain of their expenses incurred in connection with the Programme and the offer and sale of Notes.

The Issuer may also pay any Dealer or any other person a fee in respect of the Notes subscribed by it, may agree to reimburse any Dealer for certain expenses incurred in connection with the Programme and may indemnify any Dealer against certain liabilities in connection with the offer and sale of Notes.

The Issuer, any other Obligor, any Holding Entity, any Dealer, the Agents, the Note Trustee, the Security Trustee and the Intercreditor Agent and their respective subsidiaries, directors, officers and employees may have pecuniary or other interests in the Notes and may also have interests pursuant to other arrangements and may receive fees, brokerage and commissions and may act as a principal in dealing in any Notes.

Any Dealer and its respective affiliates (the “**Dealer Group**”) are involved in a wide range of financial services and businesses including securities trading and brokerage activities and providing commercial and investment banking, investment management, corporate finance, credit and derivative, trading and research products and services, out of which conflicting interests or duties may arise. In the ordinary course of these activities, each Dealer Group may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of investors or any other party that may be involved in the issue of Notes or the Programme.

## **References to credit ratings**

There are references to credit ratings in this Information Memorandum. A credit rating is not a recommendation to buy, sell or hold securities, including securities such as the Notes, and may be subject to revision, suspension or withdrawal at any time by the relevant assigning organisation. Each credit rating should be evaluated independently of any other credit rating.

*Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.*

## **Currencies**

In this Information Memorandum references to “**A\$**” or “**Australian Dollars**” are to the lawful currency of the Commonwealth of Australia.

## **Currency of information**

The information contained in this Information Memorandum is prepared as of its Preparation Date. Neither the delivery of this Information Memorandum nor any offer, issue or sale made in connection with this Information Memorandum at any time implies that the information contained in it (or incorporated by reference) is correct at any time subsequent to the Preparation Date or that any other information supplied in connection with the Programme or issue of Notes is correct or that there has not been any change (adverse or otherwise) in the financial conditions or affairs of the Issuer as of

any time subsequent to the Preparation Date. In particular, the Issuer is under no obligation to Noteholders or any other person to update this Information Memorandum at any time after an issue of Notes.

In this Information Memorandum, “**Preparation Date**” means, in relation to:

- this Information Memorandum, the date indicated on its face or, if the Information Memorandum has been amended or supplemented, the date indicated on the face of that amendment or supplement;
- any annual reports and financial statements incorporated in this Information Memorandum, the date up to, or as at, the date on which such annual reports and financial statements relate; and
- any other item of information which is to be read in conjunction with this Information Memorandum, the date indicated on its face as being its date of release or effectiveness.

### **PRIIPs / IMPORTANT – EEA RETAIL INVESTORS**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

### **PRIIPs / IMPORTANT – UK RETAIL INVESTORS**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

### **MiFID II Product Governance / UK MiFIR Product Governance / Target Market**

The applicable Pricing Supplement may include a legend entitled “MiFID II Product Governance” and/or “UK MiFIR Product Governance”, as applicable, which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) and/or the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) as applicable, is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue of Notes about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (as amended) (the “**MiFID Product Governance Rules**”) and/or the UK MiFIR Product Governance Rules, as applicable, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise no Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules and/or the UK MiFIR Product Governance Rules, as applicable.

**Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)**

Unless otherwise stated in the Pricing Supplement in respect of any Notes, the Issuer has determined and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Notes to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**Forward-looking Statements**

Certain statements, other than statements of historical facts, included in this Information Memorandum, including, without limitation, those regarding the Issuer's and the Obligors' financial position, business strategy, expenditure, investment or other plans and objectives of management for future operations, constitute “*forward-looking statements*”. Forward-looking statements can be identified by the use of forward-looking words such as “*may*,” “*should*,” “*expect*,” “*believe*,” “*anticipate*,” “*plan*,” “*estimate*,” “*scheduled*” or “*continue*” or the negative of such terms or comparable terminology. These forward-looking statements involve known and unknown risks, uncertainties, assumptions and other important factors that could cause the actual results, performance or achievements of the Issuer and the Obligors, or industry results, to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the Issuer's and the Obligors' present and future business strategies and the environment in which they will operate in the future. Various factors exist that could cause actual results, performance or achievements to differ materially from those in the forward-looking statements. Neither the Issuer, any Obligor nor any other person gives any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Information Memorandum will actually occur and you are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements in this Information Memorandum reflect views held only as of the applicable Preparation Date. The Issuer and the Obligors disclaims any obligation or undertaking to disseminate after the date of this Information Memorandum any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations in relation thereto or any change in events, conditions or circumstances on which any such statement is based. Any subsequent written and forward-looking statements that may be released and are attributable to the Issuer or an Obligor or persons acting on behalf of any of them are also expressly qualified in their entirety by the above cautionary statements.

## Summary of the Programme

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*The following is a brief summary only and should be read in conjunction with the rest of this Information Memorandum and, in relation to any Notes, the applicable Conditions and any relevant Pricing Supplement. A term used below but not otherwise defined has the meaning given to it in the Conditions. A reference to a "Pricing Supplement" does not limit the provisions or features of this Programme which may be supplemented, amended, modified or replaced by a Pricing Supplement in relation to a particular Tranche or Series of Notes.*

Issuer:	Ausgrid Finance Pty Ltd (ABN 14 615 343 005).
LEI:	549300DN8D7YR73BKB57
Guarantors:	<ul style="list-style-type: none"><li>(a) The Australian partnership known as the Ausgrid Asset Partnership;</li><li>(b) The Australian partnership known as the Ausgrid Operator Partnership;</li><li>(c) The Australian partnership known as the Plus ES Partnership;</li><li>(d) The Australian partnership known as the Aurora Property Partnership;</li><li>(e) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 1;</li><li>(f) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 2;</li><li>(g) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 3;</li><li>(h) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 4;</li><li>(i) Blue Asset Partner Pty Ltd (ACN 615 217 493) in its personal capacity and as trustee of the Blue Asset Partner Trust;</li><li>(j) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 1;</li><li>(k) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 2;</li><li>(l) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 3;</li></ul>

- (m) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 4;
- (n) Blue Op Partner Pty Ltd (ACN 615 217 500) in its personal capacity and as trustee of the Blue Op Partner Trust;
- (o) ERIC Alpha AUP Corporation 1 Pty Ltd (ACN 621 524 374) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 1;
- (p) ERIC Alpha AUP Corporation 2 Pty Ltd (ACN 621 524 454) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 2;
- (q) ERIC Alpha AUP Corporation 3 Pty Ltd (ACN 621 524 525) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 3;
- (r) ERIC Alpha AUP Corporation 4 Pty Ltd (ACN 621 524 605) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 4;
- (s) Blue PES Partner Pty Ltd (ACN 622 175 428) in its personal capacity and as trustee of the Blue PES Partner Trust;
- (t) ERIC Alpha APP Corporation 1 Pty Ltd (ACN 664 207 907) in its personal capacity and as trustee of the ERIC Alpha APP Trust 1;
- (u) ERIC Alpha APP Corporation 2 Pty Ltd (ACN 664 208 066) in its personal capacity and as trustee of the ERIC Alpha APP Trust 2;
- (v) ERIC Alpha APP Corporation 3 Pty Ltd (ACN 664 208 315) in its personal capacity and as trustee of the ERIC Alpha APP Trust 3;
- (w) ERIC Alpha APP Corporation 4 Pty Ltd (ACN 664 208 404) in its personal capacity and as trustee of the ERIC Alpha APP Trust 4;
- (x) Blue Aurora Partner Pty Ltd (ACN 664 591 388) in its personal capacity and as trustee of the Blue Aurora Partner Trust;
- (y) Ausgrid Management Pty Ltd (ACN 615 449 548);
- (z) Plus ES Management 1 Pty Ltd (ACN 622 269 907);
- (aa) Plus ES Management 2 Pty Ltd (ACN 622 269 934); and
- (bb) any other Guarantor under the Conditions from time to time.

Holding Entities:	<p>(a) ERIC Alpha Holdings Pty Ltd (ACN 611 143 367);</p> <p>(b) Blue Asset HoldCo Pty Ltd (ACN 615 226 545) in its personal capacity and as trustee of the Blue Asset Hold Trust; and</p> <p>(c) Blue Op HoldCo Pty Ltd (ACN 615 227 140) in its personal capacity and as trustee of the Blue Op Hold Trust.</p>
Programme description:	<p>A non-underwritten secured medium term note programme (“<b>Programme</b>”) under which, subject to applicable laws and directives, the Issuer may elect to issue medium term notes and other debt securities (collectively referred to as “<b>Notes</b>”) in the Australian domestic capital market in registered uncertificated form.</p> <p>Subject to all applicable laws and directives, the Issuer may issue Notes in any country including Australia and countries in Europe and Asia but not in the United States of America unless an exemption from the registration requirements of the US Securities Act is available.</p>
Programme Term:	The term of the Programme continues until terminated by the Issuer giving notice to any Dealers appointed to the Programme generally.
Dealers:	<p>Commonwealth Bank of Australia</p> <p>Any Dealer that may be appointed by the Issuer from time to time for any Tranche of Notes or to the Programme generally.</p> <p>Contact details and particulars of the ABN and AFSL for the Dealers are set out in the section entitled “<i>Directory</i>” below.</p>
Note Trustee:	BNY Trust Company of Australia Limited (ABN 49 050 294 052) in its capacity as trustee of the Ausgrid AMTN Trust or any person who becomes the “Note Trustee” under the Note Trust Deed.
Security Trustee:	ANZ Fiduciary Services Pty Ltd (ABN 91 100 709 493) or any person who becomes the “Security Trustee” under the Security Trust Deed.
Intercreditor Agent:	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) or any person who becomes the “Intercreditor Agent” under the Intercreditor Deed.
Registrars:	BTA Institutional Services Australia Limited (ABN 48 002 916 396) as the “ <b>Australian Registrar</b> ”, The Bank of New York Mellon SA/NV, Luxembourg Branch as the “ <b>Offshore Registrar</b> ” and/or any other person appointed by the Issuer to establish and maintain a Register (as defined below) in or outside Australia on the Issuer’s behalf from time to time (each a “ <b>Registrar</b> ” and together, the “ <b>Registrars</b> ”).

	<p>Details of any appointments of any other person appointed by the Issuer to act as a registrar on the Issuer's behalf from time to time in respect of a Tranche or Series will be notified in the relevant Pricing Supplement.</p>
Issuing and Paying Agent:	<p>The Australian Registrar and/or any other person appointed by the Issuer to act as issuing and paying agent on the Issuer's behalf from time to time in Australia in respect of a Tranche or Series from time to time ("<b>Issuing and Paying Agent</b>") as will be notified in the relevant Pricing Supplement.</p>
Offshore Agent:	<p>Details of any appointments of any persons appointed by the Issuer to act as an issuing agent ("<b>Issuing Agent</b>") and/or paying agent ("<b>Paying Agent</b>") on the Issuer's behalf from time to time outside Australia ("<b>Offshore Agent</b>") in respect of a Tranche or Series will be notified in the relevant Supplement.</p> <p>The Bank of New York Mellon, London Branch has been appointed as the initial Offshore Agent.</p>
Calculation Agents:	<p>If a calculation agent is required for the purpose of calculating any amount or making any determination under a Note (each a "<b>Calculation Agent</b>"), such appointment will be notified in the relevant Pricing Supplement. The Issuer may terminate the appointment of the Calculation Agent, appoint additional or other Calculation Agents or elect to have no Calculation Agent. Where no Calculation Agent is appointed the calculation of interest, principal and other payments in respect of the relevant Notes will be made by the Issuer.</p>
Agents:	<p>Each Registrar, Issuing and Paying Agent, Offshore Agent, Issuing Agent, Paying Agent, Calculation Agent and any other person appointed by the Issuer to perform other agency functions with respect to any Series or Tranche of Notes (details of such appointment may be set out in the relevant Pricing Supplement).</p>
Currencies:	<p>Subject to all applicable laws and directives, Notes will be denominated in Australian Dollars or such other freely tradeable currency or currencies as may be specified in the relevant Pricing Supplement.</p>
Maturities:	<p>Subject to all applicable laws and directives, Notes may have any maturity as may be specified in the relevant Pricing Supplement or, if applicable, as may be agreed between the Issuer and any relevant Dealer.</p>
Denomination:	<p>Subject to all applicable laws and directives, Notes will be issued in denominations of A\$10,000 (or its equivalent in other currencies) or, in each case, such other single denomination as may be specified in the relevant Pricing Supplement or determined by the Issuer in compliance with all applicable laws and directives.</p>
Status and ranking:	<p>The Notes will constitute direct, secured, unconditional and unsubordinated obligations of the Issuer ranking equally among themselves and in priority to all unsecured</p>

obligations of the Issuer, except liabilities mandatorily preferred by law.

The Notes will rank equally with other senior secured financial indebtedness of the Issuer under the Security Trust Deed and the Intercreditor Deed, as described in the section entitled “*Security Arrangements*” below.

Guarantee: The Notes will have the benefit of the Guarantee as more fully described in the section entitled “*Security Arrangements*” below.

Security: The Notes will have the benefit of the Security as more fully described in the section entitled “*Security Arrangements*” below.

Negative pledge and undertakings: The Noteholders will have the benefit of a negative pledge and the undertakings set out in the Conditions. Any additional undertakings that apply in relation to a Series of Notes will be set out in the relevant Pricing Supplement for that Series of Notes.

Cross acceleration: The terms of the Notes will contain a cross acceleration provision as further described in Condition 12.1(c) (“Cross acceleration”).

Consequences of an Event of Default: Condition 12.2 (“Consequences of an Event of Default”) sets out what action may be taken by the Note Trustee if an Event of Default occurs and is subsisting with respect to a Series of Notes including that the Note Trustee may only declare that amounts owing under the Notes are immediately due and payable if so directed by Noteholders holding more than 25% of the outstanding principal amount of the Notes of that Series.

Issuance in Series: Notes will be issued in Series. Each Series may comprise one or more Tranches having one or more Issue Dates and on conditions that are otherwise identical (other than, to the extent relevant, in respect of the issue price, issue date and the first payment of interest). The Notes of each Tranche of a Series are intended to be fungible with the other Tranches of Notes of that Series. A Pricing Supplement will be issued by the Issuer in respect of each Tranche of Notes.

Interest: Notes may or may not bear interest. Interest (if any) may be at a fixed, floating or other variable rate and may vary during the lifetime of the relevant Series.

Clearing Systems: Notes may be transacted either within or outside any Clearing System (as defined below).

The Issuer may apply to Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”) for approval of the Notes of each Series to be traded on the settlement system operated by Austraclear (“**Austraclear System**”). Upon approval by Austraclear, those Notes will be traded through Austraclear in accordance with the rules and regulations of the Austraclear System. Such approval of Notes by

Austraclear is not a recommendation or endorsement by Austraclear of the Notes.

Transactions relating to interests in the Notes may also be carried out through the settlement system operated by Euroclear Bank SA/NV ("**Euroclear**"), the settlement system operated by Clearstream Banking S.A. ("**Clearstream**") or any other clearing system outside Australia specified in the relevant Pricing Supplement (the Austraclear System, Euroclear, Clearstream and any other clearing system specified in the relevant Pricing Supplement, each a "**Clearing System**").

The rights of a holder of interests in a Note held through the Austraclear System are subject to the rules and regulations of the Austraclear System.

Interests in the Notes traded in the Austraclear System may be held for the benefit of Euroclear or Clearstream. In these circumstances, entitlements in respect of holdings of interests in Notes in Euroclear would be held in the Austraclear System by a nominee of Euroclear (currently HSBC Custody Nominees (Australia) Limited) while entitlements in respect of holdings of interests in Notes in Clearstream would be held in the Austraclear System by a nominee of Clearstream (currently J.P. Morgan Nominees Australia Pty Limited).

The rights of a holder of interests in a Note held through Euroclear or Clearstream are subject to the respective rules and regulations for accountholders of Euroclear and Clearstream, the terms and conditions of agreements between Euroclear and Clearstream and their respective nominee and the rules and regulations of the Austraclear System. In addition, any transfer of interests in a Note, which is held through Euroclear or Clearstream will, to the extent such transfer will be recorded on the Austraclear System, be subject to the Corporations Act and the requirements for minimum consideration as set out in the Conditions.

The Issuer will not be responsible for the operation of the clearing arrangements which is a matter for the clearing institutions, their nominees, their participants and the investors.

Where Notes are to be cleared in Euroclear and/or Clearstream, on or before the issue date for the Notes, the Note Certificate will be deposited with a Common Depository for Euroclear and Clearstream. The Notes that are to be credited to Euroclear and/or Clearstream on issue will be registered in the name of nominees or a common nominee for such clearing systems (currently expected to be The Bank of New York Depository (Nominees) Limited as nominee for Euroclear and Clearstream in its capacity as "**Common Depository**" for each of them).

The relevant Clearing System(s) will maintain records of the beneficial interests in the Note Certificate. While the Notes are represented by the Note Certificate, investors

will be able to trade their beneficial interests only through the Clearing Systems. While the Notes are represented by the Note Certificate, the Issuer will discharge its payment obligations under the Notes by making payments to the Common Depository for Euroclear and Clearstream, for distribution to their account holders. A holder of a beneficial interest in the Notes must rely on the procedures of the relevant Clearing System(s) to receive payments under those Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Notes.

For the purposes of Condition 21 (“Notices”), and for so long as any Note Certificate is held in its entirety on behalf of Euroclear and/or Clearstream, notices or communications may also be delivered to Euroclear and/or Clearstream for communication by them to the holders of the Notes. Any such notice or communication shall be deemed to have been given to the holders of the Notes on the day on which the said notice or communication was given to Euroclear and/or Clearstream, as appropriate.

Form:

The form of any Series of Notes will be determined by the Issuer and, if applicable, any relevant Dealer prior to their issue date and be specified in any relevant Pricing Supplement.

Notes may be issued in registered form. Such Notes will be debt obligations of the Issuer which are constituted by, and owing under a note trust deed between the Issuer and the Note Trustee dated 18 October 2017 (“**Note Trust Deed**”), or such other deed or deed poll made by the Issuer as is specified in the relevant Pricing Supplement. Such Notes will take the form of entries in a register (“**Register**”) maintained by a Registrar. In respect of such Notes issued in Australia, a Register will be maintained by the Australian Registrar in New South Wales, Australia and, in respect of any such Notes issued outside Australia, a Register will be maintained by the Offshore Agent in Luxembourg (or such other place outside Australia as the Issuer and the Offshore Agent shall agree).

Title:

Entry of the name of the person in the Register in respect of a Note in registered form constitutes the obtaining or passing of title and is conclusive evidence that the person so entered is the registered holder of that Note subject to correction for fraud or proven error.

Notes which are held in the Austraclear System will be registered in the name of Austraclear. Title to Notes which are held in another Clearing System will be determined in accordance with the rules and regulations of the relevant Clearing System.

No certificate or other evidence of title will be issued to holders of Notes issued in Australia unless the Issuer determines that certificates should be available or it is

required to do so pursuant to any applicable law or directive.

A Note Certificate will be issued if Notes are lodged in and held on behalf of a Clearing System outside Australia.

Title to other Notes will depend on the form of those Notes as specified in the relevant Pricing Supplement.

Use of proceeds:

The net proceeds realised from the issue of Notes will be used to refinance existing indebtedness of the Issuer, for general corporate purposes and as otherwise may be specified in the relevant Pricing Supplement.

Transfer procedure:

Notes may only be transferred in whole and in accordance with the Conditions.

Notes may only be transferred between persons if the transfer is in compliance with the laws and directives of the jurisdiction in which the transfer takes place.

In particular, Notes may only be transferred if:

- (a) in the case of Notes to be transferred in, or into, Australia:
  - (i) the offer or invitation giving rise to the transfer is for an aggregate consideration of at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the transferor or its associates) or the transfer does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and
  - (ii) the offer or invitation giving rise to the transfer is not an offer or invitation to a “retail client” for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the transfer complies with all applicable laws and directives of the jurisdiction where the transfer takes place.

Transfers of Notes held in a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

Payments and Record Date:

Payments to persons who hold Notes through a Clearing System will be made in accordance with the rules and regulations of the relevant Clearing System.

If Notes are not lodged in a Clearing System, payments of interest in respect of those Notes will be made to the account of the registered holder noted in the Register as at close of business in the place where the Register is maintained on the relevant Record Date. If no account is notified, then such payments will be made by cheque mailed on the Business Day immediately preceding the

relevant payment date to the registered holder at its address appearing in the Register on the Record Date or in such other manner as the Issuer considers appropriate.

The Record Date is close of business in the place where the Register is maintained on (i) the date which is the eighth calendar day before a payment date (in respect of Notes lodged in the Austraclear System) (ii) the Clearing System Business Day immediately before the Payment Date (in respect of Notes lodged in Euroclear or Clearstream) or (iii) such other date so specified in the relevant Pricing Supplement.

TFNs and ABNs:

The Issuer will deduct amounts from payments of interest to be made under the Notes at the prescribed rate if an investor, that is:

- (a) a resident of Australia for income tax purposes; or
- (b) a non-resident of Australia for income tax purposes, holding Notes through a permanent establishment located in Australia,

has not quoted an appropriate Tax File Number (“TFN”), Australian Business Number (“ABN”) or exemption details as may be necessary to enable the payment to be made without withholding or deduction.

Stamp duty:

As at the date of this Information Memorandum, no *ad valorem* stamp duty is payable in any Australian State or Territory on the issue, transfer or redemption of the Notes. However, investors are advised to seek independent advice regarding any stamp duty or other taxes imposed by another jurisdiction upon the transfer of Notes, or interests in Notes, in any jurisdiction.

Taxes, withholdings and deductions:

Payments to Noteholders will be subject in all cases to any fiscal or other laws and directives applicable thereto. All payments in respect of the Notes will be made free and clear of, and without withholding or deduction for or on account of, any Taxes unless such withholding or deduction is required by law. In the event that any withholding or deduction on payments in respect of the Notes for or on account of Taxes is required to be deducted or withheld by the Commonwealth of Australia or any political subdivision or authority thereof or therein having power to tax, the Issuer or (as the case may be) a Guarantor will, except in certain limited circumstances provided in Condition 15 (“Taxation”), be required to pay such additional amounts so that, after making the deduction (and further deductions applicable to additional amounts payable under the Conditions) each Noteholder is entitled to receive the amount it would have received if no such deductions or withholdings had been required to be made.

A brief overview of the Australian taxation treatment of payments of interest on Notes is set out in the section entitled “*Taxation*” below.

***Investors should obtain their own taxation and other applicable advice regarding the taxation and other fiscal status of investing in any Notes.***

Selling restrictions:

The offer, sale and delivery of Notes and the distribution of this Information Memorandum and other material in relation to any Notes are subject to such restrictions as may apply in any country relevantly connected with that offer and sale.

In particular, restrictions on the offer or sale of Notes in Australia, New Zealand, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore, Korea, Taiwan and Switzerland and a prohibition of sales to European Economic Area and United Kingdom retail investors are set out in the section entitled “*Selling Restrictions*” below.

Restrictions on the sale and/or distribution of a particular Tranche or Series of Notes may also be set out in the relevant Pricing Supplement.

Listing:

It is not currently intended that the Notes will be listed on any stock or securities exchange or quoted on a quotation system.

However, an application may be made for the Issuer to be admitted to the official list of, and/or Notes of a particular Series to be quoted on, the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) (“**ASX**”), or on any other stock or securities exchange or quotation system (in accordance with applicable law). Any Notes which are quoted on the ASX will not be transferred through, or registered on, the Clearing House Electronic Sub-Register System (“**CHES**”) operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be “Approved Financial Products” for the purposes of that system. Interests in the Notes will instead be held in, and transferable through, the Austraclear System.

The relevant Pricing Supplement in respect of the issue of any Tranche of Notes will specify whether or not such Notes will be quoted on the ASX (or any other stock or securities exchange).

Investors to obtain independent advice with respect to investment and other risks:

An investment in Notes issued under the Programme involves certain risks. This Information Memorandum does not describe the risks of an investment in any Notes. Prospective investors or purchasers should consult their own financial, legal, tax and other professional advisers about risks associated with an investment in any Notes and the suitability of investing in the Notes in light of their particular circumstances.

Governing law: Unless expressly specified otherwise, the Notes, and all related documents, will be governed by the laws of the State of New South Wales, Australia.

Credit rating: Notes may be rated by one or more rating agencies. The credit rating of an individual Tranche or Series of Notes will be specified in the relevant Pricing Supplement for those Notes (or another supplement to this Information Memorandum).

**A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.**

*Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Information Memorandum and anyone who receives this Information Memorandum must not distribute it to any person who is not entitled to receive it.*

# Corporate Profile

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## Overview

Ausgrid is an energy infrastructure and solutions business that operates and manages the largest electricity distribution network in the National Electricity Market (“NEM”) by Regulated Asset Base (“RAB”), end customer numbers, electricity delivered, and maximum demand.<sup>1</sup> Ausgrid is a licensed Distribution Network Service Provider (“DNSP”) operating in New South Wales (“NSW”) delivering electricity to residential, government, commercial and industrial customers. Ausgrid has a strategy that focuses on accelerating growth and contributing to a net zero future.

Ausgrid’s network comprises distribution and transmission assets across an area covering Sydney, Central Coast, and the upper and lower Hunter Regions as shown in Exhibit 1. The network delivers electricity to the most densely populated areas of NSW and therefore constitutes an essential component of the state’s energy infrastructure.

### Exhibit 1: Ausgrid’s Network Area



Ausgrid delivers electricity from NSW’s main transmission network operated by Transgrid, and certain directly connected generators, to customers within the network area. Once within the Ausgrid distribution network, the voltage is reduced and distributed to customers predominantly through a high voltage 11kV and low voltage 415V (240V single phase) distribution network. Ausgrid’s network also includes transmission elements, within the inner metropolitan area of Sydney, which operate in parallel to and support the main transmission network operated by Transgrid. In addition, an increasing number of generation sources are connecting directly to the Ausgrid network (referred to as Distributed Energy Resources, or “DER”), which will require investment in the network to accommodate the growth in

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<sup>1</sup> As at 30 June 2025.

DER. Ausgrid's distribution and transmission network comprises both zone and distribution substations that are connected via high and low voltage overhead powerlines and underground cables.

Ausgrid's head office is located in Sydney's Central Business District with two main network control centres located at Silverwater in Sydney and Wallsend in Newcastle. Coordination of field staff and selected other business functions is undertaken from major depots in various locations within Sydney, the Central Coast and the upper and lower Hunter Regions.

## Ownership

In December 2016, IFM Investors and AustralianSuper together acquired a 50.4% controlling interest in Ausgrid via a 99-year lease. The remaining 49.6% interest was retained by the NSW Government. The implied enterprise value for the transaction was A\$20.7 billion (A\$11.9 billion debt and A\$8.7 billion of acquisition equity value). In June 2022, AustralianSuper sold a 16.8% interest in Ausgrid to APG Asset Management Group. As at the date of this Information Memorandum, AustralianSuper hold an 8.4% interest in Ausgrid, IFM Investors hold a 25.2% interest in Ausgrid and APG Asset Management Group hold a 16.8% interest in Ausgrid (being a combined 50.4% interest in Ausgrid).

## Regulatory Framework

The Australian regulatory framework is well-established, and as a participant in the NEM, Ausgrid is governed by the National Electricity Law ("**NEL**") and the National Electricity Rules ("**NER**"). The Australian Energy Market Commission ("**AEMC**"), Australian Energy Market Operator ("**AEMO**") and the Australian Energy Regulator ("**AER**") are responsible for the rules, operation, regulation, and compliance within the NEM.

Ausgrid's core electricity distribution and transmission operations are economically regulated by the AER under an established regulatory framework. Ausgrid has three distinct revenue streams reflecting the way these services are classified and hence regulated under the regulatory framework: Standard Control Services ("**SCS**"), Alternative Control Services ("**ACS**") and unregulated services.

SCS comprise our core distribution and transmission network services that the AER determines are for the benefit of all end customers, the costs of which are recovered from all end customers. SCS form the vast majority of our activities and revenues, and include network services, augmentation of the network and certain metering services. Over a regulatory control period<sup>2</sup> the AER determines the annual expected revenue that Ausgrid is allowed to recover from customers for its SCS based on the framework set out in the NEL and NER.

A revenue cap form of control is applied to the provision of SCS and revenue is calculated using a "building block" methodology. In determining the revenue that Ausgrid can recover for the provision of SCS, the AER is required to assess the efficiency and prudence of the expenditure (the building blocks) required to provide SCS. These expenditures include operating and maintenance expenditure, capital expenditure,<sup>3</sup> asset depreciation costs, an estimate of corporate income tax and a commercial return on capital invested.

ACS are distribution services that the AER determines are either dedicated to or requested by a small number of end customers, the costs of which are recovered from those end customers. A price cap form of control is applied to the provision of ACS and prices are set on the basis of cost reflective pricing.

Unregulated services are not subject to any form of price regulation. However, the unregulated business (other than for the provision of unregulated distribution services) needs to be ring-fenced from the SCS and ACS services in accordance with AER Guidelines. In this regard, Ausgrid no longer performs any unregulated services (other than for the provision of unregulated distribution services) and the unregulated business that Ausgrid must keep legally separate from its regulated distribution business resides within the PLUS ES Partnership. The PLUS ES Partnership operates competitively

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<sup>2</sup> The commencement and length of the regulatory control period is specified in a distribution determination made by the AER and this period is typically five years (and cannot be less than five years).

<sup>3</sup> Capital expenditure is added to the regulatory asset base. The regulatory asset base is an input into the derivation of asset depreciation costs and return on capital.

to provide a range of emerging energy solutions including certain types of contestable metering and infrastructure services.

### **Customers**

Ausgrid's end customers include residential, business and government customers, and major industries such as mining, shipping, tourism, manufacturing, and agriculture. While Ausgrid provides access to electricity to end customers, it does not have a direct billing relationship with them as distribution and transmission revenue is received through a retailer. The NER requires retailers to pay Ausgrid for the provision of electricity distribution services according to the regulated distribution tariff rates approved annually by the AER.

Ausgrid's distribution tariffs recover its approved distribution revenue (for the provision of SCS) and recover transmission costs for both Transgrid and Ausgrid. In addition, distribution tariffs also pass through the NSW State Government's Climate Change Fund Levy and a portion of the costs associated with implementing the NSW State Government's Electricity Infrastructure Roadmap. The revenue received by Ausgrid in accordance with the NER is Ausgrid's main source of revenue, and a retailer's obligation to pay the distribution charges based on Ausgrid's tariffs is not affected by the failure of the end customer to pay the retailer. Ausgrid's three major retailer customers (currently EnergyAustralia, AGL and Origin) are large corporations in the energy industry.

### **Debt Investor Portal**

Ausgrid's Debt Investor Portal provides detailed information on Ausgrid's borrowings, debt programs and debt investor briefing. Information about Ausgrid's borrowings, sustainability initiatives, current credit ratings, debt investment toolkit, financial reports and presentations and debt investor events can be accessed through the Debt Investor Portal (<https://www.ausgrid.com.au/About-Us/Debt-Investors>).

# Security Arrangements

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*This section contains a summary of the Securities, the Security Trust Deed and the Intercreditor Deed (each as defined in the below). It does not describe every aspect of them. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the defined terms and provisions of the Notes, the Securities, the Security Trust Deed, the Intercreditor Deed and the other relevant underlying documents. Copies of these documents are available upon request from the Issuer.*

## **Definitions used in this section**

The following terms have the following meanings when used in this section. These are short-form summary definitions to assist in the interpretation of this section. Full definitions are set out in the relevant underlying documents.

**APP Partners** means:

- (a) ERIC Alpha APP Corporation 1 Pty Ltd (ACN 664 207 907) in its personal capacity and as trustee of the ERIC Alpha APP Trust 1;
- (b) ERIC Alpha APP Corporation 2 Pty Ltd (ACN 664 208 066) in its personal capacity and as trustee of the ERIC Alpha APP Trust 2;
- (c) ERIC Alpha APP Corporation 3 Pty Ltd (ACN 664 208 315) in its personal capacity and as trustee of the ERIC Alpha APP Trust 3;
- (d) ERIC Alpha APP Corporation 4 Pty Ltd (ACN 664 208 404) in its personal capacity and as trustee of the ERIC Alpha APP Trust 4; and
- (e) Blue Aurora Partner Pty Ltd (ACN 664 591 388) in its personal capacity and as trustee of the Blue Aurora Partner Trust.

**ATO** means the Australian Taxation Office.

**Aurora Property Partnership** means the Australian partnership known as “Aurora Property Partnership” (ABN 13 635 796 526).

**Beneficiary** means each Beneficiary under and as defined in the Security Trust Deed and the Intercreditor Deed.

**Beneficiary Accession Deed** means a Beneficiary Accession Deed under the Intercreditor Deed.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Melbourne and Sydney and if payment is required to be made and there are amounts outstanding to the Beneficiaries in a currency other than Australian dollars, in the principal financial centre in the country of that currency or, if the currency is euros, a day on which the TARGET system is operating.

**Commissioner** means the Commissioner of Taxation as defined in the Tax Tripartite.

**Controller** has the meaning given in the Corporations Act.

**Core Entity** means the Issuer, each Guarantor and each person that becomes a partner in the Network Asset Partnership or the Network Operator Partnership.

**Corporations Act** means the *Corporations Act 2001* of Australia.

**Creditor** means the Creditors under the Intercreditor Deed. As at the date of this Information Memorandum, it includes the lenders under the Issuer's syndicated facility agreement and the holders of the Issuer's US private placement notes. It will also include the Noteholders and any other person who is designated as a Creditor in a Beneficiary Accession Deed from time to time.

**Debt Representative** means the debt representative (such as an indenture trustee, note trustee or agent) of a Represented Beneficiary Group.

**Decision** means any decision which may be taken in connection with the Finance Documents. It excludes a Facility Specific Decision.

**Enforcement Date** means the day on which the Security Trustee is instructed under the Intercreditor Deed to take enforcement action or a Beneficiary otherwise commences enforcement action.

**Event of Default** means an act, matter or event which is defined as an "Event of Default" (or such other analogous term) in a Finance Document.

**Existing Guarantee** means the guarantee from the Guarantors contained in the Security Trust Deed.

**Facility Specific Decision** means, in relation to any Non-Common Finance Document, any decision (excluding a decision to take enforcement action) which can be taken by the relevant Creditor, Debt Representative or Hedge Counterparty without the consent of the other Beneficiaries in connection with:

- (a) the amendment, modification, variation or supplement to or in respect of any provision of the Non-Common Finance Document;
- (b) satisfaction or waiver of any conditions precedent under the Non-Common Finance Document;
- (c) a waiver of any provision of the Non-Common Finance Document where no equivalent waiver is required under any other Non-Common Finance Document; or
- (d) any consent, approval or authorisation under, or pursuant to or in respect of any provision of the Non-Common Finance Document which the Issuer has not requested under the corresponding provisions of any other Non-Common Finance Document.

**Finance Documents** has the meaning given in the Intercreditor Deed.

**Group** means the Issuer and the subsidiary entities of the Network Asset Partnership and the Network Operator Partnership (as if each of them were a body corporate).

**Guarantor** means each of:

- (a) the Network Asset Partnership;
- (b) the NAP Partners;
- (c) the Network Operator Partnership;
- (d) the NOP Partners;
- (e) the Network Unregulated Partnership;
- (f) the NUP Partners;
- (g) the Aurora Property Partnership;
- (h) the APP Partners;
- (i) Ausgrid Management Pty Ltd (ACN 615 449 548);

- (j) Plus ES Management 1 Pty Ltd (ACN 622 269 907);
- (k) Plus ES Management 2 Pty Ltd (ACN 622 269 934); and
- (l) any other person that becomes a “Guarantor” under the Security Trust Deed from time to time.

**Guarantor Security** means the Security granted by the Guarantors.

**Holding Entity** means each of:

- (a) ERIC Alpha Holdings Pty Ltd (ACN 611 143 367);
- (b) Blue Asset HoldCo Pty Ltd (ACN 615 226 545) in its personal capacity and as trustee of the Blue Asset Hold Trust; and
- (c) Blue Op HoldCo Pty Ltd (ACN 615 227 140) in its personal capacity and as trustee of the Blue Op Hold Trust.

**Holding Entity Security** means the Security granted by the Holding Entities.

**Intercreditor Agent** means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) as agent under the Intercreditor Deed (or any replacement intercreditor agent from time to time).

**Intercreditor Deed** means the Intercreditor Deed dated 20 October 2016, as amended and restated 28 April 2017 and on 9 August 2017.

**Issuer Security** means the Security granted by the Issuer.

**Lessor** means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385), the statutory State owned entity which is the Lessor under the Distribution Network Lease.

**Main Lease** or **Distribution Network Lease** means the 99 year lease over the core network infrastructure and certain other assets of the Lessor entitled “Distribution Network Lease” between the Lessor, the Network Asset Partnership and the NAP Partners in their personal capacity dated 1 December 2016.

**Major Authorisation** means:

- (a) any licence under the *Electricity Supply Act 1995* (NSW) to operate the leased network;
- (b) any registration (or exemption from the requirement to register) under the National Electricity Law or the National Electricity Rules as a network service provider in relation to the leased network; and
- (c) any similar or equivalent Authorisation that is required for the purpose of controlling or operating the leased network.

**NAP Partners** means:

- (a) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 1;
- (b) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 2;
- (c) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 3;
- (d) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 4; and

- (e) Blue Asset Partner Pty Ltd (ACN 615 217 493) in its personal capacity and as trustee of the Blue Asset Partner Trust.

**Network Asset Partnership** means the Australian partnership known as “Ausgrid Asset Partnership” (ABN 48 622 605 040).

**Network Operator Partnership** means the Australian partnership known as “Ausgrid Operator Partnership” (ABN 78 508 211 731).

**Network Tripartite Deed** means the tripartite deed dated 1 December 2016 among the State, Ausgrid, the Network Asset Partnership, the Network Operator Partnership and the Security Trustee.

**Network Unregulated Partnership** means the Australian partnership known as the “Plus ES Partnership” (ABN 30 179 420 673).

**NOP Partners** means:

- (a) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 1;
- (b) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 2;
- (c) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 3;
- (d) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 4; and
- (e) Blue Op Partner Pty Ltd (ACN 615 217 500) in its personal capacity and as trustee of the Blue Op Partner Trust.

**NUP Partners** means:

- (a) ERIC Alpha AUP Corporation 1 Pty Ltd (ACN 621 524 374) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 1;
- (b) ERIC Alpha AUP Corporation 2 Pty Ltd (ACN 621 524 454) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 2;
- (c) ERIC Alpha AUP Corporation 3 Pty Ltd (ACN 621 524 525) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 3;
- (d) ERIC Alpha AUP Corporation 4 Pty Ltd (ACN 621 524 605) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 4; and
- (e) Blue PES Partner Pty Ltd (ACN 622 175 428) in its personal capacity and as trustee of the Blue PES Partner Trust.

**Obligors** means the Issuer and the Guarantors.

**PPSA** means the *Personal Property Securities Act 2009* of Australia.

**Relevant Entity** means each of the Issuer, each Guarantor and each Holding Entity.

**Represented Beneficiary Group** means a group of Beneficiaries under a Finance Document represented by a Debt Representative.

**Secured Money** means, at any time, all amounts that are payable, are owing but not payable or otherwise remain unpaid by the Issuer and each other Relevant Entity to a Beneficiary under or in relation to a Finance Document at that time.

**Security** means each Security under the Security Trust Deed granted by the Relevant Entities in favour of the Security Trustee, including the Issuer Security, the Guarantor Security and the Holding Entity Security.

**Security Trustee** means ANZ Fiduciary Services Pty Ltd (ABN 91 100 709 493) as security trustee under the Security Trust Deed (or any replacement security trustee from time to time).

**Security Trust Deed** means the Security Trust Deed dated 20 October 2016, as amended on 9 August 2017.

**State** means the State of New South Wales.

**Tax Tripartite** means deed entitled “Tripartite Deed – Tax Deed” dated 28 November 2016, among the Security Trustee and the Commissioner and others.

**Unrepresented Beneficiary Group** means a group of Beneficiaries under a Finance Document without a Debt Representative.

Other capitalised terms have the meaning given to them in the Security Trust Deed, the Intercreditor Deed or other relevant underlying document. For the avoidance of doubt, references in this section to “Network Asset Partnership” or “NAP” are to the Ausgrid Asset Partnership or AAP, references in this section to “Network Operator Partnership” or “NOP” are to the Ausgrid Operator Partnership or AOP, references in this section to “Network Unregulated Partnership” or “NUP” are to the Plus ES Partnership and references in this section to “APP” are to the Aurora Property Partnership.

## Overview

The obligations of the Issuer under the Notes will be secured by all the present and future property of the Issuer (“**Issuer Security**”).

In addition, the obligations of the Issuer under the Notes will be guaranteed by each Guarantor under the New South Wales law governed guarantee contained in the Security Trust Deed (the “**Existing Guarantee**”). Each Guarantor has granted the security interests described below (“**Guarantor Security**”) to secure the Secured Money, which will include amounts owing under the Notes.

In addition, each of the Holding Entities has granted the security interests described below (“**Holding Entity Security**”) to secure the Secured Money, and has covenanted in its Security to pay the Secured Money, which will include amounts owing under the Notes. Each Holding Entity’s covenant to pay represents a primary obligation.

The Issuer Security, Guarantor Security and Holding Entity Security are collectively referred to as the “**Security**”. The Issuer, the Guarantors and the Holding Entities are collectively referred to as the “**Relevant Entities**”.

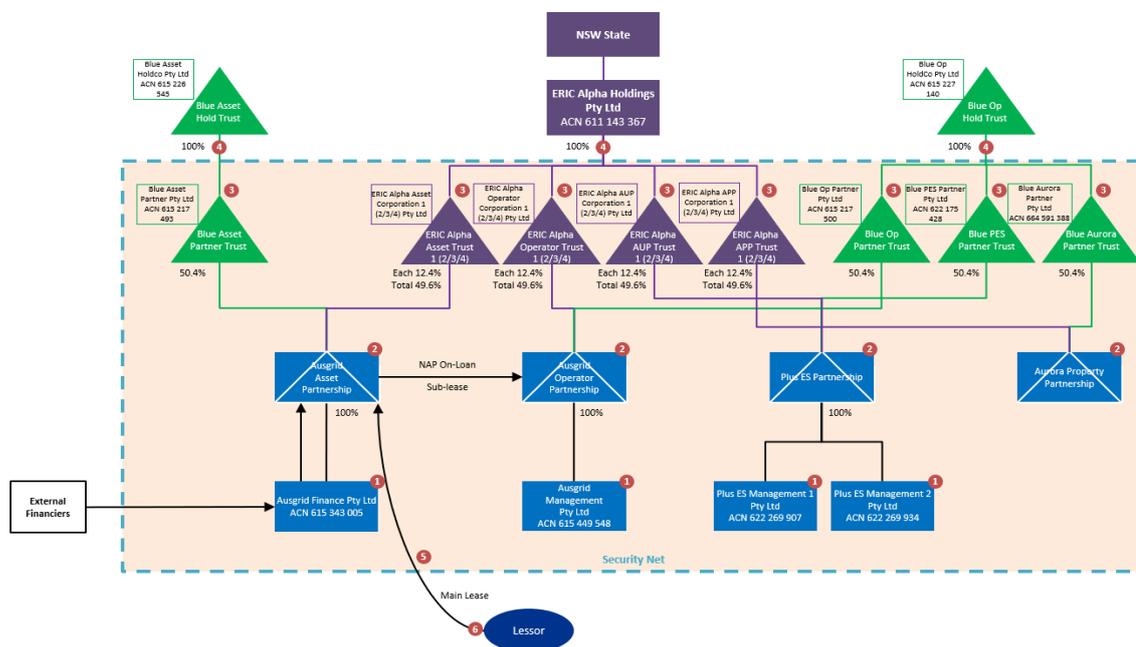
The Security operates to secure the “**Secured Money**”, which is defined in the Intercreditor Deed as, at any time, all amounts that are payable, are owing but not payable or otherwise remain unpaid by the Issuer and each other Relevant Entity to a Beneficiary under or in relation to a Finance Document at that time. The Note Trustee and Noteholders will be Beneficiaries under the Security Trust Deed, the Notes will be Finance Documents, and accordingly money owed under the Notes will be Secured Money.

The Security Trustee holds the Security for the benefit of the Beneficiaries on the terms of the Security Trust Deed and the Intercreditor Deed. Matters relating to enforcement of the Security and distributions of proceeds of enforcement are regulated by the Security Trust Deed and the Intercreditor Deed.

The intercreditor arrangements under the Intercreditor Deed operate to ensure that all financiers who provide financial accommodation from time to time under the Finance Documents will receive proceeds from an enforcement action rateably, regardless of when their financial accommodation is provided.

## Security structure

The security structure applicable to the Notes is set out in the diagram below, and a further description of the Security is set out below.



**Notes to diagram: Security includes:**

1. General security agreements from the Issuer, Ausgrid Management Pty Ltd, Plus ES Management 1 Pty Ltd and Plus ES Management 2 Pty Ltd.
2. General security agreements from the Ausgrid Asset Partnership, the Ausgrid Operator Partnership, the Plus ES Partnership and the Aurora Property Partnership.
3. General security agreements from each partner in the Ausgrid Asset Partnership, the Ausgrid Operator Partnership, the Plus ES Partnership and the Aurora Property Partnership. As at the date of this Information Memorandum, the partners in the Ausgrid Asset Partnership are the NAP Partners (as listed in the definitions above), the partners in the Ausgrid Operator Partnership are the NOP Partners (as listed in the definitions above) and the partners in the Plus ES Partnership are the NUP Partners and the partners in the Aurora Property Partnership are the APP Partners (as listed in the definitions above). Please note that there are four "ERIC Alpha" partners in each of the Ausgrid Asset Partnership, the Ausgrid Operator Partnership, the Plus ES Partnership and the Aurora Property Partnership.
4. Specific security agreement over the shares and units in each partner in the Ausgrid Asset Partnership, the Ausgrid Operator Partnership, the Plus ES Partnership and the Aurora Property Partnership. As at the date of this Information Memorandum, the partners in the Ausgrid Asset Partnership are the NAP Partners (as listed in the definitions above), the partners in the Ausgrid Operator Partnership are the NOP Partners (as listed in the definitions above), the partners in the Plus ES Partnership are the NUP Partners (as listed in the definitions above) and the partners in the Aurora Property Partnership are the APP Partners (as listed in the definitions above). There are four "ERIC Alpha" partners in each of the Ausgrid Asset Partnership, the Ausgrid Operator Partnership, the Plus ES Partnership and the Aurora Property Partnership.
5. Mortgage of the Main Lease.
6. Tripartite deed in respect of the Main Lease and sub lease arrangements.

## Key aspects of structure

The key aspects of the structure include the following:

- (a) the shares in the Issuer are held by the Network Asset Partnership. In this respect, as at the date of this Information Memorandum, the partners in the Network Asset Partnership are comprised of the NAP Partners;
- (b) the shares in Ausgrid Management Pty Ltd are held by the Network Operator Partnership. In this respect, as at the date of this Information Memorandum, the partners in the Network Operator Partnership are comprised of the NOP Partners;
- (c) the shares in Plus ES Management 1 Pty Ltd and Plus ES Management 2 Pty Ltd are held by the Plus ES Partnership. In this respect, as at the date of this Information Memorandum, the partners in the Plus ES Partnership are comprised of the NUP Partners; and
- (d) the shares and units in the NAP Partners, the NOP Partners, the NUP Partners and the APP Partners are held by the Holding Entities.

## **On loan arrangements**

The Issuer is a special purpose company whose role is to raise finance for the benefit of the Group (as defined in the Conditions). Funds raised by the Issuer are on-lent within the Group (as defined in the Conditions) pursuant to on-lending agreements. In particular, the Issuer will on-lend the proceeds of the Notes to the Network Asset Partnership. The Network Asset Partnership will, as required, further on-lend the proceeds to the Network Operator Partnership and the Plus ES Partnership. The Network Asset Partnership and the Network Operator Partnership also make on loans to the Aurora Property Partnership. These on loan arrangements will not limit the direct Guarantee and Securities for the benefit of Beneficiaries, as described in this section.

## **Guarantees**

The obligations of the Issuer under the Notes will be guaranteed by each Guarantor under the New South Wales law governed Existing Guarantee.

The Guarantors are as follows:

- (a) the Network Asset Partnership;
- (b) the NAP Partners;
- (c) the Network Operator Partnership;
- (d) the NOP Partners;
- (e) the Plus ES Partnership;
- (f) the NUP Partners;
- (g) the Aurora Property Partnership;
- (h) the APP Partners;
- (i) Ausgrid Management Pty Ltd (ACN 615 449 548);
- (j) Plus ES Management 1 Pty Ltd (ACN 622 269 907);
- (k) Plus ES Management 2 Pty Ltd (ACN 622 269 934); and
- (l) any other person that becomes a "Guarantor" under the Security Trust Deed from time to time.

## **Existing security interests**

Each of the security interests described below has been granted in favour of the Security Trustee. Pursuant to the Security Trust Deed, the Security Trustee holds the benefit of these security interests for the Beneficiaries, which, following the Note Trustee's accession to the Intercreditor Deed, will include the Note Trustee and the Noteholders.

Each of the security interests described below is governed by the laws of the State of New South Wales, Australia and each is registered on the Personal Properties Securities Register under the PPSA.

## ***Initial General Security Deeds***

The Issuer and each Guarantor has granted security interests as follows, to secure the Secured Money:

- (a) the Issuer has granted a security over all of its present and after-acquired property under a general security deed dated 28 November 2016 in favour of the Security Trustee;

- (b) Ausgrid Management Pty Ltd (ACN 615 449 548) has granted a security over all of its present and after-acquired property under a general security deed dated 28 November 2016 in favour of the Security Trustee;
- (c) each of Plus ES Management 1 Pty Ltd (ACN 622 269 907) and Plus ES Management 2 Pty Ltd (ACN 622 269 934) has granted security over all of its present and after acquired property under a general security deed dated 24 November 2017 in favour of the Security Trustee;
- (d) Network Asset Partnership has granted a security over all of its present and after-acquired property and the trust property that is the property of the Network Asset Partnership (“**NAP Partnership Assets**”), under a general security deed dated 28 November 2016 in favour of the Security Trustee. The Network Asset Partnership has additionally granted a mortgage over its interest in the Main Lease under a Mortgage dated 1 December 2016 in favour of the Security Trustee;
- (e) Network Operator Partnership has granted a security over all of its present and after-acquired property and the trust property that is the property of the Network Operator Partnership (“**NOP Partnership Assets**”) under a general security deed dated 28 November 2016 in favour of the Security Trustee;
- (f) Plus ES Partnership has granted a security over all present and after-acquired property and the trust property that is the property of the Plus ES Partnership (“**PEP Partnership Assets**”) under a general security deed dated 24 November 2017 in favour of the Security Trustee;
- (g) Aurora Property Partnership has granted a security over all of its present and after-acquired property and the trust property that is the property of the Aurora Property Partnership (“**APP Partnership Assets**”) under a general security deed dated 24 May 2023 in favour of the Security Trustee;
- (h) each NAP Partner (in its personal capacity and in its capacity as trustee for its trust) has granted a security over all of its present and after-acquired property and the relevant trust property, under a general security deed dated 28 November 2016 in favour of the Security Trustee. This general security deed:
  - (i) secures the property held by the NAP Partners in their personal and trust capacities, rather than in their partnership capacity;
  - (ii) does not secure the property which is held by the NAP Partners in their partnership capacity. This is on the basis that such partnership property is already secured by the security described in paragraph (d) above;
  - (iii) when taken together with the security described in paragraph (d) above, ensures that the Security Trustee has security over all of the property of each NAP Partner (i.e. personal property, trust property and partnership property); and
  - (iv) in respect of the “Featherweight Collateral” (being the credit balances in distribution accounts), is a featherweight charge. This reflects that the Holding Entities (rather than the Beneficiaries) are entitled to the benefit of amounts which have already been distributed;
- (i) each NOP Partner (in its personal capacity and in its capacity as trustee for its trust) has granted a security over all of its present and after-acquired property and the relevant trust property under a general security deed dated 28 November 2016 in favour of the Security Trustee. This general security deed:
  - (i) secures the property held by the NOP Partners in their personal and trust capacities, rather than in their partnership capacity;
  - (ii) does not secure the property which is held by the NOP Partners in their partnership capacity. This is on the basis that such partnership property is already secured by the security described in paragraph (e) above;

- (iii) when taken together with the security described in paragraph (e) above, ensures that the Security Trustee has security over all of the property of each NOP Partner (i.e. personal property, trust property and partnership property); and
  - (iv) in respect of the “Featherweight Collateral” (being the credit balances in distribution accounts), is a featherweight charge. This reflects that the Holding Entities (rather than the Beneficiaries) are entitled to the benefit of amounts which have already been distributed;
- (j) each NUP Partner (in its personal capacity and in its capacity as trustee for its trust) has granted a security over all of its present and after-acquired property and the relevant trust property under a general security deed dated 24 November 2017 in favour of the Security Trustee. This general security deed:
- (i) secures the property held by the NUP Partners in their personal and trust capacities, rather than in their partnership capacity;
  - (ii) does not secure the property which is held by the NUP Partners in their partnership capacity. This is on the basis that such partnership property is already secured by the security described in paragraph (f) above;
  - (iii) when taken together with the security described in paragraph (f) above, ensures that the Security Trustee has security over all of the property of each NUP Partner (i.e., personal property, trust property and partnership property); and
  - (iv) in respect of the “Featherweight Collateral” (being the credit balances in distribution accounts), is a featherweight charge. This reflects that the Holding Entities (rather than the Beneficiaries) are entitled to the benefit of amounts which have already been distributed; and
- (k) each APP Partner (in its personal capacity and in its capacity as trustee for its trust) has granted a security over all of its present and after-acquired property and the relevant trust property under a general security deed dated 24 May 2023 in favour of the Security Trustee. This general security deed:
- (i) secures the property held by the APP Partners in their personal and trust capacities, rather than in their partnership capacity;
  - (ii) does not secure the property which is held by the APP Partners in their partnership capacity. This is on the basis that such partnership property is already secured by the security described in paragraph (g) above;
  - (iii) when taken together with the security described in paragraph (g) above, ensures that the Security Trustee has security over all of the property of each APP Partner (i.e., personal property, trust property and partnership property); and
  - (iv) in respect of the “Featherweight Collateral” (being the credit balances in distribution accounts), is a featherweight charge. This reflects that the Holding Entities (rather than the Beneficiaries) are entitled to the benefit of amounts which have already been distributed.

The references to “trust property” reflect that some of the Guarantors are trustees of trusts and grant security over the property which is subject to those trusts.

### ***Holding Entity Securities***

As set out in the diagram above, the shares and units in the NAP Partners, the NOP Partners, the NUP Partners and the APP Partners are held by the Holding Entities. The Holding Entities are Blue Asset Holdco Pty Ltd (ACN 615 226 545), Blue Op Holdco Pty Ltd (ACN 615 227 140) and ERIC Alpha Holdings Pty Ltd (ACN 611 143 367).

In this respect, each Holding Entity has granted a security interest as follows to secure the Secured Money:

(a) ERIC Alpha Holdings Pty Ltd (ACN 611 143 367) has granted a security over:

- (i) all its present and future interest in, to, under or derived from all marketable securities held by ERIC Alpha Holdings Pty Ltd in the relevant subsidiary Guarantors; and
- (ii) all monetary obligations now or in the future actually or contingently owing by the relevant subsidiary Guarantors to ERIC Alpha Holdings Pty Ltd,

under the specific security deeds dated 28 November 2016 (and amended on 24 November 2017) and 24 May 2023 respectively in favour of the Security Trustee. ERIC Alpha Holdings Pty Ltd has additionally granted a featherweight charge over any distributions paid to ERIC Alpha Holdings Pty Ltd by such subsidiary Guarantors and all ERIC Alpha Holdings Pty Ltd's other present and after-acquired property not set out above.

(b) Blue Op HoldCo Pty Ltd (ACN 615 227 140) has granted a security over:

- (i) all its present and future interest in, to, under or derived from all marketable securities held by Blue Op HoldCo Pty Ltd in the relevant subsidiary Guarantors; and
- (ii) all monetary obligations now or in the future actually or contingently owing by the relevant subsidiary Guarantors to Blue Op HoldCo Pty Ltd,

under the specific security deeds dated 28 November 2016 (and amended on 24 November 2017) and 24 May 2023 respectively in favour of the Security Trustee. Blue Op HoldCo Pty Ltd has additionally granted a featherweight charge over any distributions paid to Blue Op HoldCo Pty Ltd by such subsidiary Guarantors and all Blue Op HoldCo Pty Ltd's other present and after-acquired property not set out above.

(c) Blue Asset HoldCo Pty Ltd (ACN 615 226 545) has granted a security over:

- (i) all its present and future interest in, to, under or derived from all marketable securities held by Blue Asset HoldCo Pty Ltd in the relevant subsidiary Guarantors; and
- (ii) all monetary obligations now or in the future actually or contingently owing by the relevant subsidiary Guarantors to Blue Asset HoldCo Pty Ltd,

under a specific security deed dated 28 November 2016 in favour of the Security Trustee. Blue Asset HoldCo Pty Ltd has additionally granted a featherweight charge over any distributions paid to Blue Asset HoldCo by such subsidiary Guarantors and all Blue Asset HoldCo Pty Ltd's other present and after-acquired property not set out above.

### **How the Noteholders get the benefit of the Existing Guarantee and security interests**

The Note Trustee has executed and delivered to the Intercreditor Agent a Beneficiary Accession Deed dated 18 October 2017 under the Intercreditor Deed, and thereby has acceded to the Intercreditor Deed. Upon accession to the Intercreditor Deed, the Note Trustee automatically became a Beneficiary under the Security Trust Deed, on its own behalf, and on behalf of the Noteholders. The Security Trust Deed is structured so as to allow the Note Trustee to accede and thereby the Note Trustee and Noteholders to have the benefit of the existing Security without the need for additional security or guarantees to be granted. As a result, the Noteholders and the Note Trustee will share the benefit of the Security rateably with the other Beneficiaries under the Security Trust Deed and Intercreditor Deed.

## **Other Beneficiaries**

There are two classes of Beneficiaries which have the benefit of the Security granted to the Security Trustee under the Security Trust Deed. These are the Senior Beneficiaries and the Junior Beneficiaries. The Note Trustee and the Noteholders will be Senior Beneficiaries and will rank *pari passu* with the existing Senior Beneficiaries.

Other Senior Beneficiaries under the Security Trust Deed as at the date of this Information Memorandum include:

- (a) the Issuer's bank debt financiers;
- (b) holders of capital markets instruments issued by the Issuer; and
- (c) hedge counterparties in respect of certain hedging arrangements of the Issuer.

Other Senior Beneficiaries in the future will include other bank debt financiers and holders of other capital markets instruments upon the Issuer entering into further financing transactions.

The Security Trust Deed includes intercreditor and subordination principles with respect to the Junior Beneficiaries. Although the Security Trust Deed contemplates both Senior Beneficiaries and Junior Beneficiaries, there are currently no Junior Beneficiaries in the financing structure as at the date of this Information Memorandum. To the extent that in future there are any Junior Beneficiaries, those Junior Beneficiaries will not obtain the benefit of any enforcement action with respect to the Security, and will not be counted in relation to any voting, until all of the Secured Money owing to the Senior Beneficiaries which is or may become outstanding and all amounts that are or may become due to the hedge counterparties in relation to all secured hedge transactions have been unconditionally and irrevocably paid in full.

The Security Trust Deed and the Intercreditor Deed do not place restrictions on the incurrence of financial indebtedness by the Issuer or the Guarantors.

## **How the Security Trustee acts**

The Security Trustee can only take action on any matter if it receives instructions from the Intercreditor Agent to do so. When seeking instructions from the Intercreditor Agent, the Security Trustee must specify a reasonable period (consistent with any corresponding time period relating to such instructions imposed under the Intercreditor Deed) within which those instructions are to be given.

## **How the Intercreditor Agent acts**

### ***Majority Beneficiary decisions***

Subject to the sections below entitled "*Acceleration and Enforcement Action*" and "*Facility Specific Decisions*", decisions not requiring instruction from all Beneficiary Groups, the Majority Hedge Counterparties or each Hedge Counterparty and other Creditors (as described below) may only be taken if the Intercreditor Agent has received instructions to take action from the Majority Beneficiaries. A description of the "**Majority Beneficiaries**" is set out below under the section entitled "*Determining the Majority Beneficiaries by exposures*".

The Beneficiaries cannot make a Decision at any time to amend the Finance Documents in a manner which would discriminate against any one or more of the Hedge Counterparties (in their capacity as Hedge Counterparties) as against any one or more Beneficiaries, without the approval of all the Hedge Counterparties at that time. Any such amendment purported to be made without such approval is of no force or effect.

## Facility Specific Decisions

All Facility Specific Decisions will be made on the basis of the voting procedures set out in the relevant Non-Common Finance Document. In the case of the Notes, this means that decisions which relate to the amendment of the Conditions will be made in accordance with the Conditions and the Note Trust Deed.

If a waiver of a provision of, or any consent, approval or authorisation under, the Conditions or the Note Trust Deed is sought, and an equivalent waiver, consent, approval or authorisation is sought under one or more other secured financing arrangements, then for the purposes of that decision the Majority Beneficiaries will be calculated on an aggregate basis by reference to the Exposure of the Noteholders and the Beneficiaries under the other relevant financing arrangements. In such circumstances, depending on the relative Exposures of the relevant Beneficiaries, the Noteholders may not by themselves be capable of constituting the Majority Beneficiaries and may not have sufficient Exposure to block any such Decision. Any such Decision made by the Majority Beneficiaries will be binding on the Noteholders notwithstanding the vote of the Noteholders.

### ***Decisions requiring instructions from all Beneficiary Groups, the Majority Hedge Counterparties or each Hedge Counterparty and other Creditors***

Certain Decisions may only be taken if the Intercreditor Agent has received instructions to take such action from:

- the Debt Representative of each “Represented Beneficiary Group” (i.e. the Note Trustee in the case of the Noteholders and the facility agent under the Syndicated Facility Agreement);
- each “Unrepresented Beneficiary Group” (e.g. any US private placement noteholders who are not represented by a trustee);
- the “Majority Hedge Counterparties” or (in relation to paragraph (e) below) each “Hedge Counterparty”; and
- each other “Creditor” under a Finance Document designated as a “Bilateral Facility Agreement”.

These include Decisions:

- (a) to amend the definition of “Aggregate Decision Specific Exposure”, “Beneficiary Group”, “Represented Beneficiary Group”, “Unrepresented Beneficiary Group”, “Finance Document” (other than paragraph (h) of that definition), “Instructing Group” (other than paragraph (b) of that definition), “Majority Beneficiaries”, “Secured Money”, “Senior Debt” or clauses 10 (Enforcement), 12 (Distribution of Recovered Money) or 4 (Voting) (other than clause 4.4(c)) of the Intercreditor Deed, or any requirement in a clause requiring the agreement or instruction of (or which states that the Intercreditor Agent is to act on the instruction of) a Beneficiary, a specified majority of Beneficiaries (or a class of them) or all the Beneficiaries (or all of the applicable class of them);
- (b) which has the effect of varying the order of priority in the enforcement waterfall set out in clause 12 (Distribution of Recovered Money) of the Intercreditor Deed;
- (c) to amend the terms of the Guarantee set out in clause 6 of the Security Trust Deed;
- (d) to permit any re-assignment, re-transfer or release (whether partial or in full) of any security interest created or evidenced by any Security granted by a Core Entity or any guarantee granted by a Core Entity or otherwise release, materially modify or adversely affect any such security interest or guarantee in each case granted by a Core Entity (other than as permitted by, or in relation to a disposal permitted under, the Finance Documents);
- (e) to amend the definition of “Beneficiary”, “Exposure”, paragraph (h) of “Finance Document”, paragraph (b) of “Instructing Group”, “Hedge Exposure” or “Rating Agency” or to amend clause 4.4(c) of the Intercreditor Deed; and

- (f) an amendment of any definition in the Finance Documents relevant to the above decisions.

### **Block voting**

In respect of Decisions under the Security Trust Deed and Intercreditor Deed (other than in respect of acceleration and enforcement action), any Represented Beneficiary Group (which will include the Noteholders) or Unrepresented Beneficiary Group will vote as a block. This means that if:

- (a) a requisite majority of Beneficiaries within the Represented Beneficiary Group or Unrepresented Beneficiary Group (as applicable) consent to a Decision, the consent will be taken to have been given by the whole of the Represented Beneficiary Group or Unrepresented Beneficiary Group (as applicable); or
- (b) a requisite majority of Beneficiaries within the Represented Beneficiary Group or Unrepresented Beneficiary Group (as applicable) do not consent to a Decision, the consent will be taken not to have been given by the whole of the Represented Beneficiary Group or Unrepresented Beneficiary Group (as applicable).

This will apply to the holders of the Notes, who will be treated as a Represented Beneficiary Group for the purposes of the Intercreditor Deed.

### **Determining the Majority Beneficiaries by Exposures**

The Majority Beneficiaries are, with respect to a Decision, the Creditors and the Hedge Counterparties which are entitled to vote on that Decision and whose “**Exposures**” (as described in the next paragraph) exceed, in aggregate, 66 $\frac{2}{3}$ % of the sum of the Exposures of all Beneficiaries entitled to vote on that Decision.

Voting rights are determined with reference to the Exposures of Beneficiaries, which are generally as follows (without double counting):

- (a) for holders of notes or bonds (such as a Noteholder):
- (i) prior to any acceleration, the total principal amount outstanding of each note or bond held by the Creditor at that time; or
- (ii) after acceleration, the aggregate amount necessary to redeem the notes or bonds held by the Creditor;

This means that any early redemption “make-whole” premium will only be taken into account for calculating Exposures of a Noteholder after acceleration.

- (b) for a Creditor under a syndicated facility agreement or other funding document which is not a bond or note document, the amount of that Creditor’s participation in the total principal amount outstanding under the Finance Documents and its undrawn commitment (unless cancelled);
- (c) for a Hedge Counterparty:
- (i) prior to close out or termination of the relevant hedge transactions, the potential hedge exposure calculated in accordance with that Hedge Counterparty’s hedging agreement; and,
- (ii) after close out or termination of the relevant hedge transactions, the hedge exposure calculated in accordance with that Hedge Counterparty’s hedging agreement.

Hedge Counterparties are generally only entitled to vote as a Beneficiary if any Hedge Exposure is due and payable to the Hedge Counterparty; and

- (d) the aggregate of all other amounts which then are due for payment, owing but not currently due for payment, contingently owing or remain unpaid to the Beneficiary or for the Beneficiary’s account in connection with a Finance Document.

### ***Procedures for seeking instructions***

When seeking instructions from the Beneficiaries, the Intercreditor Agent must specify a “reasonable period” in which instructions are to be provided. Such “reasonable period” must be at least 15 Business Days from the date of the request for instructions, or in the case of an urgent matter such shorter period determined by the Intercreditor Agent having regard to the circumstances. Shorter periods may also apply if there are not any outstanding Notes or other capital markets issuances, but these shorter periods will not be relevant to Noteholders.

The Beneficiary (or, if applicable, its Debt Representative) must advise the Intercreditor Agent of its Exposure at 5.00 pm on the Business Day prior to the relevant day a vote is required to be made. If a Beneficiary (or its Debt Representative) does not provide instructions as to its Exposure or the Exposure of the Beneficiaries in that Represented Beneficiary Group or does not advise whether it, or the Beneficiaries in that Representative Beneficiary Group, consent to the Decision within the specified period, that Beneficiary (or those Beneficiaries) will be taken to have an Exposure of nil.

In determining what constitutes a “reasonable period,” the Security Trustee must take into account:

- (a) the urgency within which instructions are required;
- (b) the facts and circumstances then subsisting;
- (c) the number of Beneficiaries involved;
- (d) the time reasonably required to liaise with each Beneficiary; and
- (e) if known, the minimum time period (if any) provided for casting votes in accordance with the terms of the relevant funding documents including, without limitation, terms relating to convening of meetings and voting.

### ***Acceleration and enforcement action***

The Intercreditor Deed contains a detailed regime for the taking of acceleration action by Beneficiaries and the instructing of enforcement action under the Securities. In this respect, the ability of a Beneficiary to exercise rights of acceleration or to require the Security to be enforced (“**Enforcement Action**”) depends on the nature of the event which has occurred. There are five categories of events which are relevant as follows:

- the appointment of an administrator to a Relevant Entity;
- the insolvency of a Relevant Entity;
- the occurrence of a Fundamental Event of Default;
- the occurrence of a General Event of Default; and
- the occurrence of a Specific Beneficiary Event of Default.

Each of these key terms (and associated definitions) are as follows:

A “**Fundamental Event of Default**” means any act, matter or event which is defined as an “Event of Default” (or such other analogous term) in a Finance Document (“**Event of Default**”):

- (a) that is a payment default by a Relevant Entity under a Finance Document and the applicable grace period under the Finance Document (before such failure becomes an Event of Default under the relevant Finance Document) has expired;
- (b) under any cross default or cross acceleration clause in a Funding Document which is triggered by the relevant Beneficiaries under another Funding Document declaring the amounts owing under that other Funding Document due and payable prior to the scheduled date for payment

as a consequence of the occurrence of a Fundamental Event of Default of the kind referred to in subparagraphs (a) or (c); or

- (c) that is the termination of the Main Lease, the occurrence of a Lessor Termination Event under (and as defined in) the Main Lease or the Main Lease becoming void, voidable, unenforceable or of limited force or effect.

A “**General Event of Default**” means an Event of Default which is not a Fundamental Event of Default, a Specific Beneficiary Event of Default or an Event of Default which is an Insolvency Event.

A “**Specific Beneficiary Event of Default**” means, at any time, an Event of Default which occurs under the Funding Documents to which one or more, but not all, of the Instructing Groups are party at that time (excluding for this purpose a cross-default Event of Default which is triggered as a result of the first-mentioned Event of Default) but, for the avoidance of doubt, does not include a Fundamental Event of Default or an Event of Default which is an Insolvency Event.

“**Instructing Group**” means in relation to a Decision in connection an Event of Default or a matter referred to in Clause 10 (*Enforcement*) of the Intercreditor Deed, each of the following:

- (a) in relation to the Initial Syndicated Facility Agreement, the Majority Lenders (as defined in the Initial Syndicated Facility Agreement);
- (b) in relation to the Hedging Agreements, Hedge Counterparties under the Hedging Agreements who together have at least two-thirds (or such other level agreed between the Borrower and the Hedge Counterparties) of the total Exposure of the Hedge Counterparties under the Hedging Agreements;
- (c) in relation to the Bilateral Facility Agreements, the Creditors under the Bilateral Facility Agreements who together have at least two-thirds (or such other level agreed between the Borrower and such Creditors) of the total Exposure of all the Creditors under all such Bilateral Facility Agreements; or
- (d) in relation to any other Finance Document (including a Note Document):
  - (i) if that Finance Document (or another relevant Finance Document) specifies a requisite majority or class or person for the purposes of making such Decision, such requisite majority or class or person determined in accordance with that Finance Document (or other relevant Finance Document) (for example and without limitation, the “majority lenders”, the “majority financiers”, the “required holders”, an “ordinary resolution”, an “extraordinary resolution” or “special quorum resolution”);
  - (ii) otherwise, if the Beneficiary Accession Deed applicable to that Finance Document specifies a requisite majority or class or person for the purposes of such Decision, such requisite majority or class or person determined in accordance with the Beneficiary Accession Deed; or
  - (iii) otherwise, the Beneficiaries in relation to that Finance Document who have at least two-thirds of the total Exposures of all Beneficiaries in relation to that Finance Document,
- (e) or such other majority or class or person agreed between the Borrower and the Beneficiaries in relation to that Finance Document and notified to the Intercreditor Agent.

The table below summarises what action can be taken whilst the relevant Event of Default is subsisting according to the nature of the event which has occurred:

Type of Event	Acceleration rights	Enforcement rights
Appointment of administrator		<p>Any Instructing Group can instruct the Security Trustee to appoint a receiver immediately.</p> <p>If the Security Trustee has not received instructions within 10 Business Days, the Security Trustee will appoint a receiver.</p>
Insolvency Event	Following enforcement – see “Enforcement rights” column.	Any Instructing Group can instruct the Security Trustee to take Enforcement Action immediately.
Fundamental Event of Default	<p>The following “standstill periods” apply: (i) 5 Business Days for a Fundamental Event of Default described in paragraph (c) of that definition (being the termination of the Main Lease, the occurrence of a "Lessor Termination Event" under the Main Lease or the Main Lease becoming void, voidable, unenforceable or of limited force and effect); and (ii) 10 Business Days for any other Fundamental Event of Default.</p> <p>After the applicable standstill period, then any Instructing Group which has the benefit of that Fundamental Event of Default can accelerate.</p>	<p>Immediately following any permitted acceleration, the Majority Beneficiaries can instruct the Security Trustee to take Enforcement Action.</p> <p>After 10 Business Days following any permitted acceleration, the relevant Instructing Group which has accelerated can instruct the Security Trustee to take Enforcement Action.</p>
General Event of Default	<p>The Majority Beneficiaries can accelerate immediately.</p> <p>After an applicable “standstill period” of 20 Business Days, any Instructing Group can accelerate.</p>	<p>Immediately following any permitted acceleration, the Majority Beneficiaries can instruct the Security Trustee to take Enforcement Action.</p> <p>After 20 Business Days following any permitted acceleration, Beneficiaries representing at least 33<sup>1</sup>/<sub>3</sub>% of Exposures can instruct the Security Trustee to take Enforcement Action.</p> <p>After 40 Business Days following any permitted acceleration, the relevant Instructing Group which has accelerated can instruct the Security Trustee to take Enforcement Action.</p>

Type of Event	Acceleration rights	Enforcement rights
Specific Beneficiary Event of Default	<p>A first “standstill period” of 20 Business Days applies. After that first standstill period:</p> <p>(a) if more than one Default Notice was received by the Intercreditor Agent, the relevant Majority Beneficiaries (counting only those to whom the Event of Default applies); or</p> <p>(b) if only one Default Notice was received by the Intercreditor Agent, the Instructing Group that served the Default Notice, can accelerate.</p> <p>In the case of paragraph (a) above only, a second “standstill period” of 20 Business Days then applies. After the expiry of that second standstill period, any Instructing Group to whom the Specific Beneficiary Event of Default applies can then accelerate.</p>	<p>Immediately following any permitted acceleration, the Majority Beneficiaries can instruct the Security Trustee to take Enforcement Action.</p> <p>After 20 Business Days following any permitted acceleration, Beneficiaries representing at least 33⅓% of Exposures can instruct the Security Trustee to take Enforcement Action.</p> <p>After 40 Business Days following any permitted acceleration, the relevant Instructing Group which has accelerated can instruct the Security Trustee to take Enforcement Action.</p>

As noted above, the block voting regime described above does not apply to decisions in relation to acceleration and enforcement. In respect of these decisions, the Exposures of Beneficiaries will be aggregated on a “pooled” basis. This means that each Beneficiary will vote its Exposure either for or against the relevant decision and such vote will be counted accordingly.

### Distribution of Recovered Money

Proceeds recovered as a result of enforcement action must be distributed by the Security Trustee generally as follows:

- (a) first, in payment of all amounts which, to the extent required by law, have priority over the payments specified in the balance of clause 12.1 (*Enforcement Waterfall*) of the Intercreditor Deed;
- (b) second, to the Security Trustee for its costs, fees, charges and expenses and other amounts due to it in its capacity as Security Trustee;
- (c) third, to the Intercreditor Agent for its costs, fees, charges and expenses and other amounts due to it in its capacity as Intercreditor Agent;
- (d) fourth, to the Debt Representatives *pari passu* and rateably among the Debt Representatives for their costs, fees, charges and expenses and other amounts due to them in their respective capacity as Debt Representative;
- (e) fifth, to the extent it represents the proceeds of enforcement of a Security Interest, to the holder of any prior ranking Security Interest of which the Security Trustee, receiver, Controller or attorney has actual knowledge to the extent the holder is entitled to those proceeds in priority to any other person in clause 12.1 (*Enforcement waterfall*) of the Intercreditor Deed;

- (f) sixth, to each Beneficiary towards payment pro rata of any loans (and interest in connection with them) the subject of clause 7.2 (*If a Beneficiary does not fund*) of the Intercreditor Deed. These loans relate to providing the Security Trustee or Intercreditor Agent with funds before acting when another Beneficiary does not provide its share of such funds;
- (g) seventh, to the Beneficiaries, other than any Junior Beneficiary, *pari passu* and rateably for the balance of the Secured Money (i.e. there are no separate limbs for payment of early redemption “make-whole” premiums or swap break costs) and such amounts are to be paid at this level of the payment waterfall;
- (h) eighth, to the Junior Beneficiaries either *pari passu* and rateably for the Secured Money owing to them or in the order of priority as between themselves;
- (i) ninth, in payment only to the extent required by law, in order of their priority, of other Security Interests of which the Security Trustee, receiver, Controller or attorney has actual knowledge and which are due and payable in accordance with their terms; and
- (j) tenth, the surplus (if any) after the Secured Money owing to all Beneficiaries is paid or satisfied in full, to the Obligors.

Proceeds distributed in accordance with the Security Trust Deed to the extent payable in respect of Notes will be paid to the Note Trustee who will then distribute them to Noteholders in accordance with the Note Trust Deed.

If a Beneficiary receives any Secured Money on or after the Enforcement Date (including without limitation, a recovery by way of set-off or banker’s lien), that Beneficiary must notify the Security Trustee and must pay that amount to the Security Trustee within two Business Days of receiving it.

#### **Additional Relevant Entities**

Under the Security Trust Deed, the Obligors agree to ensure that any person who becomes a partner in the Network Asset Partnership or the Network Operator Partnership (as applicable):

- (a) grants the same Security as the Obligors who are the existing partners in the Network Asset Partnership or the Network Operator Partnership (as applicable); and
- (b) becomes bound by the Security Trust Deed as a Guarantor and Obligor and by the Intercreditor Deed as an Obligor.

The Security Trust Deed also provides that an Obligor and Guarantor may only be released if the aggregate Total Assets of the Group members that will continue to provide Security over their assets in favour of the Security Trustee after release of the Obligor and Guarantor will not (tested by reference to the most recently prepared management accounts or financial statements of the Group at the time of the release) be less than 90 per cent. of the Total Assets of the Group.

#### **Release of Security**

The Security Trustee must not permit any re-assignment, re-transfer or release (whether partial or in full) of any Security Interest created or evidenced by any Security granted by a Core Entity or any guarantee granted by a Core Entity (other than as permitted by, or in relation to a disposal permitted under, the Finance Documents) unless instructed by the Intercreditor Agent who has received instructions from:

- (a) the Debt Representative of each Represented Beneficiary Group;
- (b) each Unrepresented Beneficiary Group;
- (c) each Hedge Counterparty; and
- (d) each other Creditor under a Bilateral Facility Agreement.

## Indemnity to Security Trustee and Intercreditor Agent

Under the Intercreditor Deed, the Security Trustee and the Intercreditor Agent have the benefit of an indemnity from each Beneficiary (rateably in accordance with its Exposure) against any loss or liability suffered or incurred by the Security Trustee or Intercreditor Agent (as applicable) as a result of, among other things, the performance or purported performance of its duties under the Security and all actions, proceedings, costs, claims and demands arising in relation to any Finance Document. Under the Security Trust Deed, the Security Trustee is indemnified out of the assets of the Security Trust in respect of all liabilities it incurs in acting as Security Trustee under the Finance Documents (including legal expenses on a full indemnity basis).

Each “Note Trustee” under the Intercreditor Deed (including the Note Trustee) is only obliged to indemnify the Intercreditor Agent or Security Trustee under the Intercreditor Deed or the Security Trust Deed if and to the extent that it retains and is entitled to retain amounts for and on behalf of its Noteholders which may be applied for the purpose or has otherwise received funds for that purpose from the Noteholders. A Note Trustee (including the Note Trustee) is not liable to indemnify the Security Trustee or Intercreditor Agent out of its own funds.

## Limitation of Liability of Security Trustee and Intercreditor Agent

Under the Intercreditor Deed, the Security Trustee and the Intercreditor Agent (and their respective directors, officers, employees, agents, attorneys or Related Bodies Corporate (as defined under the Corporations Act)) are not liable to any Beneficiary or any Relevant Entity in respect of a broad range of matters, including (among other things):

- (a) any loss or damage occurring as a result of them failing to exercise or purporting to exercise any power under a Finance Document; or
- (b) any other matter or thing done, or not done, by any of them in relation to any Finance Document,

except in the case of their own fraud, gross negligence or wilful misconduct.

## Tripartite Deed (NSW Distribution Network Lease)

The Security Trustee entered into the Tripartite Deed (NSW Distribution Network Lease) with the State, the Lessor (the statutory State owned entity which is the Lessor under the Distribution Network Lease and then known as “Ausgrid” but now known as “Alpha Distribution Ministerial Holding Corporation”), the Network Asset Partnership as Lessee (“**Lessee**”) and the Network Operator Partnership as Sublessee (“**Sublessee**”) on 1 December 2016 (“**Network Tripartite Deed**”).

The Network Tripartite Deed is, in form and substance, consistent with the form of Tripartite Deed used by the State in all recent NSW electricity network infrastructure privatisations. The main purposes of that document are:

- for the State to provide the Security Trustee with certain rights (for the benefit of the “**Secured Parties**”, being the Beneficiaries under the Security Trust Deed);
- for the Security Trustee to acknowledge certain matters in relation to how the Distribution Network Lease operates; and
- to provide for the State to pay compensation to the Security Trustee where the Distribution Network Lease is terminated as a result of a Lessor Termination Event (under and as defined in the Distribution Network Lease).

The Security Trustee has entered into the Network Tripartite Deed as trustee of the Security Trust and holds the benefit of that deed on trust for the Secured Parties, being the Beneficiaries under the Security Trust Deed.

Under the Network Tripartite Deed:

- (a) **(Consent and acknowledgement by Lessor):** the Lessor consents to the creation and existence of the Security Interest under each Security (as defined in the Network Tripartite Deed) to the extent that the Security secures the Secured Money (as defined in the Network Tripartite Deed) and agrees inter alia that:
- (i) neither the creation of the Security nor the exercise of any powers under it is of itself a breach of, or constitutes a Lessor Termination Event under, the Distribution Network Lease or entitles the Lessor to exercise any termination right under any Distribution Network Lease or any Sublease Deed; and
  - (ii) the appointment of an Enforcing Party to the Lessee or otherwise under a Security will not of itself constitute the acquisition of or cessation of Control for the purpose of clause 23.4 of the Distribution Network Lease (which clause requires the consent of the Lessor to a Change of Control);
- (b) **(Consent and acknowledgement by the Security Trustee):** the Security Trustee agrees that:
- (i) nothing in the Network Tripartite Deed:
    - (A) authorises the Security Trustee to do anything which a “**Relevant Lessee**” (being the Lessee or the Sublessee) may not do under the Distribution Network Lease, any Sublease or any Sublease Deed;
    - (B) operates to grant the Security Trustee any powers greater than the powers of a Relevant Lessee under the Distribution Network Lease, any Sublease or any Sublease Deed;
    - (C) authorises the Security Trustee to do any act or thing without the Lessor’s consent where under the Distribution Network Lease, any Sublease or Sublease Deed, a Relevant Lessee requires the Lessor’s consent; or
    - (D) limits any power of the Lessor under the Distribution Network Lease, any Sublease or any Sublease Deed;
  - (ii) the proceeds of any Insurance which is required to be taken out by or for the benefit of a Relevant Lessee under the Distribution Network Lease are required to be applied towards reinstatement or replacement of the relevant assets or land, discharging the relevant liability or making good the covered loss (as applicable) in accordance with clause 10 of Distribution Network Lease;
  - (iii) the Lessor’s consent to the creation and existence of the Security does not detract from the Lessor’s rights under the Distribution Network Lease or any Sublease Deed if the requirements of the Distribution Network Lease or such Sublease Deed, as modified by the Network Tripartite Deed, have not been (as between the Lessor and the Security Trustee itself (or through an Enforcing Party)) complied with (other than any requirement satisfied by the Network Tripartite Deed); and
  - (iv) if it (or any Secured Party) enforces any Security with respect to the Distribution Network Lease but the Enforcing Party does not pay or procure payment of any amount which becomes due and payable under the Distribution Network Lease or any Sublease Deed with respect to the Distribution Network Lease after the date on which enforcement commences, in circumstances where a Relevant Lessee is obliged to pay that amount to the Lessor then the Lessor may terminate the Distribution Network Lease relying on a termination right of the Lessor, if the unpaid amount remains outstanding for 30 days after notice from the Lessor to the Security Trustee and the Enforcing Party requiring that amount to be paid;
- (c) **(Amendment of Distribution Network Lease):** the Lessor undertakes not to agree to amend or vary the Distribution Network Lease in any material respect or accept a surrender, termination or repudiation of Distribution Network Lease of or by a Relevant Lessee except

as provided in the Network Tripartite Deed or with the consent of the Security Trustee (such consent not to be unreasonably withheld);

- (d) **(Putting Assets into Distribution Network Lease)**: if the Secured Property includes any land, property, contract right or other interest or any rights in respect of them under which the Lessee is obliged by the Distribution Network Lease to transfer or procure to be transferred to, or be created in the name of, or for the benefit of the Lessor so as to comprise New Assets (as defined and as contemplated by the Network Distribution Lease), the Security Trustee consents to the release of, and must execute all releases, of any relevant Security insofar as it relates to those New Assets to facilitate such transfer to, or creation in the name of, or for the benefit of the Lessor;
- (e) **(Partial Surrenders)**: the Security Trustee (on behalf of the Secured Parties) consents to and must execute such releases of the relevant Security as are required to:
- (i) permit the surrender or partial surrender of the Distribution Network Lease in the circumstances permitted by clause 21 of the Distribution Network Lease;
  - (ii) permit the removal of a Replaced Part in the circumstances permitted by clause 7.4(e) of the Distribution Network Lease; and
  - (iii) permit the removal of an Obsolete Part in the circumstances permitted by clause 7.5 of the Distribution Network Lease,

in each case, without prejudice to any Security which applies (or continues to apply) to any such asset upon title passing to the Relevant Lessee following such surrender, partial surrender or removal;

- (f) **(Call Option Assets)**: the Security Trustee acknowledges that the Security is subject to the rights of the Lessor under the Distribution Network Lease (and pursuant to any Sublease Deed with respect to any Sublease) to acquire the Call Option Assets (as defined in the Network Tripartite Deed and which includes information, records, IP and contracts which the Lessee holds in relation to the leased land, as well as additional assets and land which the Lessee holds which are necessary for the operation of the network);
- (g) **(notifications by the Security Trustee)** the Security Trustee must
- (i) at the same time as notice is given to a Relevant Lessee, provide the Lessor with copies of any notice issued by the Security Trustee to any Relevant Lessee as to the existence of a breach or default under any Finance Document or of any circumstances, but only if the breach default or circumstances entitles the Security Trustee to exercise any of its enforcement powers under any Security or to accelerate any payment of the Secured Money;
  - (ii) advise the Lessor of the appointment of, or commencing to act as, an Insolvency Official with respect to any Relevant Lessee, the Sublessee or any Sublease; and
  - (iii) advise the Lessor if all Securities are discharged;
- (h) **(Lessor Termination Event)**: in relation to a Lessor Termination Event (as defined in the Distribution Network Lease) inter alia:
- (i) on becoming aware of any Lessor Termination Event or other breach of the Distribution Network Lease, any Sublease or any Sublease Deed, the Security Trustee or an Enforcing Party may take steps to remedy, or procure the remedy of that Lessor Termination Event;
  - (ii) enforcement of any Security does not limit the obligations of a Relevant Lessee under the Distribution Network Lease, any Sublease or any Sublease Deed or the rights of the Lessor in respect of any Lessor Termination Event or other default except as expressly provided in the Network Tripartite Deed;

- (iii) the Lessor agrees that, in exercise of any of its powers under any Security, an Enforcing Party may assign and transfer to a person:
- (A) such rights and obligations of:
    - (aa) the Lessee under the Distribution Network Lease as the Lessee is permitted to assign and transfer in accordance with clause 23.2 of the Distribution Network Lease but only if the Enforcing Party does so in compliance with such requirements as are imposed on the Lessee by the Distribution Network Lease; and
    - (ab) the Sublessee under any Sublease but only if the assignment or transfer of the Sublease complies with the requirements set out in clause 23.3(e)(ii) of the Distribution Network Lease; and
  - (B) the equity interests and interest in any shareholder loans in any Relevant Lessee as applicable where:
    - (aa) in relation to the Distribution Network Lease, the requirements of clause 23.4(b) of the Distribution Network Lease are met; and
    - (ab) in relation to any Sublease, the requirements of clause 10.5(b) of the Distribution Network Lease are met.
- (iv) **(Termination by the Lessor):** the Lessor agrees not to exercise any termination rights it would otherwise have under the Distribution Network Lease unless:
- (A) the relevant cure period allowed under the Distribution Network Lease has elapsed without the Lessor Termination Event being remedied or, if earlier, an Insolvency Official has been appointed with respect to the Distribution Network Lease or the Lessee;
  - (B) the Lessor has given the Security Trustee a Termination Notice with respect to that Lessor Termination Event; and
  - (C) the Relevant Breach has not been remedied or waived in writing by the Lessor within the Further Cure Period (as defined in the Network Tripartite Deed) or the Security Trustee at any time notifies the Lessor that it elects not to take any steps to remedy the Relevant Breach.

Clause 12.2 of the Network Tripartite Deed specifies the Further Cure Periods available for each Relevant Breach under the Distribution Network Lease to be remedied and the nature of the required remedy. The remedy period for all Relevant Breaches is 40 Business Days except:

- a Relevant Breach in relation to a Revocation of Major Authorisation – the cure period is the period ending when all right of review and appeal (held by the Lessee or an Enforcing Party) relating to rejection of an application first made not later than 40 Business Days after the Reference Date (as defined) by the Lessee or an Enforcing Party for the re-instatement, removal from suspension or grant or issue of a new Major Authorisation; and
- a Relevant Breach in relation to an Unauthorised Telecommunication Service – the cure period is 10 Business Days.

After the expiry of the relevant cure period referred to in paragraph (A) above, a Lessor Termination Event will occur which constitutes a Fundamental Event of Default under the Intercreditor Deed. In accordance with the table under the section entitled “Acceleration and enforcement action”, an Instructing Group can take enforcement

action before the Lessor is entitled to terminate the Distribution Network Lease where the Further Cure Period is 40 Business Days.

As mentioned above, the Further Cure Period is 40 Business Days for all Relevant Breaches other than in relation to a Revocation of a Major Authorisation or an Unauthorised Telecommunication Service.

If:

- a Relevant Breach occurred in relation to a Revocation of Major Authorisation or Unauthorised Telecommunication Service;
- the Lessor served a Termination Notice immediately on the expiry of the relevant cure period referred to in paragraph (A) above; and
- in respect of a Relevant Breach in relation to a Revocation of a Major Authorisation, the Further Cure Period was less than 15 Business Days,

an Instructing Group would not be able to take enforcement action before the Lessor was entitled to terminate the Distribution Network Lease, unless the Majority Beneficiaries instructed the Security Trustee to take enforcement action. While this is noted for the Noteholders' information, it is also noted that amendments to the Tripartite Deed (NSW Distribution Network Lease) will not be commercially possible.

In addition, the Lessor can terminate the Distribution Network Lease if:

- a Relevant Breach the subject of a Termination Notice has not been remedied (other than by reason that an Enforcing Party enters into Possession of the Distribution Network Lease); and
- the Lessee's rights and obligations under the Distribution Network Lease have not been assigned and transferred as permitted by clause 11.3 of the Network Tripartite Deed within 24 months of the Reference Date for the Relevant Breach.

Between the date of termination of the Distribution Network Lease and the date a Disposal or Valuation of the Disposal Package in accordance with clause 14 or clause 15 of the Network Tripartite Deed is completed, the Lessor (or its nominee) may manage, operate and use the Disposal Package in accordance with Good Operating Practice and none of the Lessee, the Sublessee, the Security Trustee or any Secured Party will have any recourse against the Lessor (or its nominee) for any loss which may be incurred or for any adverse effect upon the value of the Disposal Package.

The Network Tripartite Deed also sets out a process for disposal of the Leased Property the subject of, and as defined in, the Distribution Network Lease, or valuation of such property, following termination of the Distribution Network Lease.

#### ***Payment related to early termination of Lease – Disposal***

Clause 14 of the Network Tripartite Deed deals with Disposal and will apply unless the Lessor has notified the Security Trustee that clause 15 is to apply. Where clause 14 applies, the Lessor must, on at least 2 occasions within 5 years after termination of the Distribution Network Lease, with the first such occasion to occur within no later than 18 months after such termination, offer or invite an offer to Dispose of the relevant Disposal Package.

If a Relevant Disposal is completed, then the Lessor must pay or procure the payment to the Security Trustee the lesser of:

- the **Net Proceeds** (as defined) in respect of the Relevant Disposal; and
- the **Outstanding Amount** (as defined) as at the date of completion of the Relevant Disposal.

The amount must be paid within 30 days after the Relevant Disposal is completed and must be applied in reduction of the Secured Money owing to the Secured Parties.

### ***Payment related to early termination of Lease – Valuation***

Clause 15 applies with respect to the termination of a Distribution Network Lease if:

- the Lessor gives a notice to the Security Trustee, within 6 months after the date of termination of the Distribution Network Lease due to a Lessor Termination Event, of the Lessor's election that clause 15 apply; or
- the Lessor has failed to complete a Relevant Disposal with respect to the Distribution Network Lease, notwithstanding having offered the Disposal Package on at least 2 occasions in accordance with clause 14.

Within 30 days after notice is given that clause 15 is to apply, the Lessor and the Security Trustee must refer to an independent expert, for determination the value of the Disposal Package relevant to the Distribution Network Lease. The Lessor must instruct the independent expert to determine the value of the Disposal Package relevant to the Distribution Network Lease as the best price that could reasonably be expected to be obtained for that Disposal Package based on specified assumptions.

If a Relevant Valuation is determined by an independent expert under clause 15 then the Lessor must pay or procure the payment to the Security Trustee of the lesser of:

- the **Net Valuation** (as defined) as determined by the relevant Valuation; and
- the **Outstanding Amount** (as defined) as at the date of completion of the Relevant Disposal.

The amount must be paid within 30 days after the date of determination of the Relevant Valuation and must be applied in reduction of the Secured Money owing to the Secured Parties.

### **Tax Tripartite**

The Security Trustee has also entered into the Tax Tripartite with the Commissioner of Taxation (the "**Commissioner**") in respect of the Tax Deed (as defined therein and described below).

The Tax Deed is an agreement between the Commissioner and certain Relevant Entities which provides certainty as to the interpretation of a number of taxation provisions relating to the long-term lease and disposal of the electricity transmission, distribution and operating assets of the Lessor.

Under the Tax Tripartite inter alia:

- (a) (**Consent and acknowledgement by the Commissioner**): the Commissioner consents to the creation of each Security Interest;
- (b) (**Disposals**): the Security Trustee agrees that it will not, and it will not allow an enforcing party, to exercise its powers under any Security Interest to sell, transfer or otherwise dispose of, or procure the disposal of, an applicable Relevant Entity's "Membership Interest" in any applicable participating party to the Tax Deed or a Relevant Entity's interest in the Asset Partnership or in the assets of the Asset Partnership unless:
  - (i) prior written notice is given to the Commissioner of the intention of an enforcing party to exercise its powers for that purpose; and
  - (ii) the enforcing party (whether in its own name or in the name of the applicable Relevant Party) complies with clause 10 of the Tax Deed with respect to such disposal.

No disposal effected in compliance with the clause will contravene the Tax Deed or entitle the Commissioner to exercise any power, including any right of termination, under or with respect to the Tax Deed; and

(c) **(Amendments and Further Security):**

- (i) the parties to any Security Interest may amend, novate, supplement or replace the Security Interest without the Commissioner's consent; and
- (ii) any further security or assurance given by an applicable Relevant Entity or otherwise constituting a Security Interest in favour of an enforcing party is taken to be governed by the Tax Tripartite.

# Note Conditions

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*The following are the Conditions (as defined below) which, as supplemented, amended, modified or replaced by the relevant Pricing Supplement, will apply to the Notes constituted by the Note Trust Deed. References to a "Pricing Supplement" in these Conditions do not limit the provisions which may be supplemented, amended, modified or replaced by the Pricing Supplement in relation to a particular Series of Notes. Terms used in the relevant Pricing Supplement will, unless the contrary intention appears, have the same meaning where used in these Conditions but will prevail to the extent of any inconsistency.*

*Each Noteholder, and each person claiming through or under each such Noteholder, is bound by, and is deemed to have notice of, the provisions of the Note Trust Deed and these Conditions (including the applicable Pricing Supplement). Each such person is also deemed to have notice of the Information Memorandum. Copies of these documents are available for inspection by the Noteholder during business hours at the Specified Office of the Note Trustee.*

## Part 1 Definitions

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### 1 Interpretation

#### 1.1 Definitions

In these Conditions the following expressions have the following meanings:

**Additional Amount** means an additional amount payable by the Issuer under Condition 15.2 ("Additional amounts");

**Additional Obligor** means an "Additional Obligor" and/or an "Additional Guarantor" under and as defined in the Security Trust Deed;

**AER** means the Australian Energy Regulator, a body corporate established under the *Competition and Consumer Act 2010* of Australia;

**Agency Agreement** means:

- (a) the Australian Registry Services Agreement;
- (b) the agreement entitled "Agency Agreement (Offshore)" dated on or about 23 July 2020 between the Issuer, The Bank of New York Mellon, London Branch as the Offshore Agent and The Bank of New York Mellon SA/NV, Luxembourg Branch as the Registrar;
- (c) another agreement between the Issuer and a Registrar in relation to the Notes and specified in a Pricing Supplement; or
- (d) another agency agreement between the Issuer and another Agent in relation to the Notes under the Programme.

**Agent** means each of the Registrar, the Issuing and Paying Agent, the Offshore Agent, the Calculation Agent and any additional agent appointed under an Agency Agreement, or any of them as the context requires;

**APP Partner** means, at any time, each person which is partner in the APP Partnership at that time. As at the date of the Information Memorandum it includes:

- (a) ERIC Alpha APP Corporation 1 Pty Ltd (ACN 664 207 907) in its personal capacity and as trustee of the ERIC Alpha APP Trust 1;

- (b) ERIC Alpha APP Corporation 2 Pty Ltd (ACN 664 208 066) in its personal capacity and as trustee of the ERIC Alpha APP Trust 2;
- (c) ERIC Alpha APP Corporation 3 Pty Ltd (ACN 664 208 315) in its personal capacity and as trustee of the ERIC Alpha APP Trust 3;
- (d) ERIC Alpha APP Corporation 4 Pty Ltd (ACN 664 208 404) in its personal capacity and as trustee of the ERIC Alpha APP Trust 4; and
- (e) Blue Aurora Partner Pty Ltd (ACN 664 591 388) in its personal capacity and as trustee of the Blue Aurora Partner Trust;

**Asset Group** means the Network Asset Partnership and any body corporate which would be a Subsidiary of the Network Asset Partnership if the Network Asset Partnership was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act (excluding any Excluded Subsidiary) and **Asset Group member** means any of them;

**Aurora Group** means the Aurora Property Partnership and any body corporate which would be a Subsidiary of the Aurora Property Partnership if the Aurora Property was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act (excluding any Excluded Subsidiary) and **Aurora Group member** means any of them;

**Aurora Property Partnership or APP Partnership** means the Australian partnership known as the “Ausgrid Property Partnership”;

**Austraclear** means Austraclear Ltd (ABN 94 002 060 773);

**Austraclear Regulations** means the regulations known as the “Austraclear Regulations”, together with any instructions or directions, (as amended or replaced from time to time) established by Austraclear to govern the use of the Austraclear System and binding on the participants in that system;

**Austraclear System** means the clearing and settlement system operated by Austraclear in Australia for holding securities and electronic recording and settling of transactions in those securities between participants of that system;

**Australian Registry Services Agreement** means the “Agency and Registry Services Agreement” dated 18 October 2017 between the Issuer and the BTA Institutional Services Australia Limited (ABN 48 002 916 396) in relation to the Notes, as amended from time to time;

**Australian Tax Act** means the Income Tax Assessment Act 1936 of Australia and where applicable the Income Tax Assessment Act 1997 of Australia;

**Authorisation** means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, resolution, notarisation, certificate, permission, licence, approval, authority or exemption required by a Government Agency or any law; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Government Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

It does not include any registration under the PPSA or any similar security registration which can be effected by the Security Trustee;

**Authorised Representative** means:

- (a) in respect of the Issuer or an Obligor, a director or company secretary of that party or any other person from time to time appointed by that party as an Authorised Representative for the purpose of the Note Documents and notified to the Note Trustee (with a certified copy of that person's specimen signature) as being authorised to act as an authorised representative for the purposes of the Note Documents; or
- (b) in respect of the Note Trustee, a director or company secretary of the Note Trustee or any other person from time to time appointed by the Note Trustee as an Authorised Representative for the purpose of the Note Documents and notified to the Issuer (with a certified copy of that person's specimen signature) as being authorised to act as an authorised representative for the purposes of the Note Documents;

**BBSW Rate** is defined in Condition 9.6 ("BBSW Rate determination");

**Beneficiary Accession Deed** means the "Beneficiary Accession Deed" to the Intercreditor Deed dated 18 October 2017 between the Intercreditor Agent, the Security Trustee, the Note Trustee, the Obligors and the Holding Entities;

**Business Day** means a day other than a Saturday, Sunday or public holiday on which banks are open for business generally in Sydney and:

- (a) any "Relevant Financial Centre" specified in an applicable Pricing Supplement; and
- (b) if a Note to be held in a Clearing System is to be issued or a payment is to be made in respect of a Note held in any Clearing System on that day, a day on which each applicable Clearing System in which the relevant Note is lodged is operating; and
- (c) if a payment is to be made on that day, a day on which banks and foreign exchange markets are open for general business in the principal financial centre for the currency of the payment (which in the case of Australian dollars shall be deemed to be Sydney) or, in the case of euro, a day on which the TARGET System is operating;

**Business Day Convention** means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day and the following conventions, where specified in the Pricing Supplement in relation to any date applicable to any Note, have the following meanings:

- (a) "**Floating Rate Convention**" means that the date is postponed to the next following day which is a Business Day unless that day falls in the next calendar month, in which event:
  - (i) such date is brought forward to the first preceding day that is a Business Day; and
  - (ii) each subsequent Interest Payment Date is the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Pricing Supplement after the preceding applicable Interest Payment Date occurred;
- (b) "**Following Business Day Convention**" means that the date is postponed to the first following day that is a Business Day;
- (c) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the date is postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date is brought forward to the first preceding day that is a Business Day;
- (d) "**Preceding Business Day Convention**" means that the date is brought forward to the first preceding day that is a Business Day; and

- (e) **"No Adjustment"** means that the relevant date must not be adjusted in accordance with any Business Day Convention.

If no convention is specified in the Pricing Supplement, the Following Business Day Convention applies. Different conventions may be specified in relation to, or apply to, different dates;

**Calculation Agent** means, in respect of a Note, the person appointed by the Issuer and specified in the applicable Pricing Supplement as the party responsible for calculating the Interest Rate and other amounts required to be calculated under these Conditions;

**Clearing System** means:

- (a) the Austraclear System; or
- (b) any other clearing system outside Australia specified in the applicable Pricing Supplement;

**Clearing System Business Day** means Monday to Friday inclusive except 25 December and 1 January;

**Code** means the United States of America Internal Revenue Code of 1986;

**Conditions** means, in relation to a Note, these terms and conditions as supplemented, amended, modified or replaced by the Pricing Supplement applicable to such Note and references to a particular numbered Condition shall be construed accordingly;

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

**Core Business** means the provision of:

- (a) standard control services, which are regulated under the National Electricity Rules and are classified by the AER as standard control services in a Distribution Determination, including:
- (i) network services;
  - (ii) connection services; and
  - (iii) type 7 metering services;
- (b) alternative control services, which are regulated under the National Electricity Rules and are classified by the AER as alternative control services in a Distribution Determination, including:
- (i) type 5-6 meter provision, maintenance, reading, and data services;
  - (ii) public lighting services;
  - (iii) ancillary network services;
  - (iv) pre-connection services and post-connection services; and
  - (v) ASP connection services;
- (c) negotiated services, which are classified by the AER as negotiated network services in a Distribution Determination;
- (d) unclassified services, which are:
- (i) type 1-4 metering services;

- (ii) type 5-6 metering installation services;
  - (iii) network premises connections;
  - (iv) emergency recoverable works;
  - (v) network extensions;
  - (vi) distributed energy services;
  - (vii) unregulated network connection services; and
  - (viii) energy related services, and
- (e) telecommunications infrastructure related services;

and includes any other activity in relation to energy (including in connection with the distribution and transmission of energy and the provision of energy-related services), and any activity incidental or ancillary to such activities and the activities described in this definition above;

**Day Count Fraction** means, in respect of the calculation of interest on a Note for any period of time ("**Calculation Period**"), the day count fraction specified in the Pricing Supplement and:

- (a) if "**Actual/Actual (ICMA)**" is so specified, means:
  - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period, and (2) the number of Regular Periods normally ending in any year; and
  - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
    - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period, and (2) the number of Regular Periods normally ending in any year;
- (b) if "**Actual/Actual**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Pricing Supplement, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
- “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (f) if “**30E/360**” or “**Eurobond basis**” is specified in the relevant Pricing Supplement, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- “**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
- “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (g) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

360

where:

- “**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and
- “**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30;

- (h) if “**RBA Bond Basis**” or “**Australian Bond Basis**” is so specified, means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
  - (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); and
- (i) any other day count fraction specified in the Pricing Supplement;

**Distribution Determination** has the meaning given in the National Electricity Law;

**Distribution Network Sublease and Access Agreement** means document entitled “Distribution Network Sublease and Access Agreement” dated 1 December 2016 between the Network Asset Partnership (as sublessor), each NAP Partner in its personal capacity, the Network Operator Partnership (as sublessee) and each NOP Partner in its personal capacity, as amended from time to time;

**Distribution Network Tax Deed** means the document entitled “NSW Distribution Network Tax Deed” dated 1 December 2016 between the Commissioner of Taxation of the Commonwealth of Australia, Blue Asset HoldCo Pty Ltd as trustee of the Blue Asset Hold Trust, Blue Asset Partner Pty Ltd as trustee of the Blue Asset Partner Trust and others, as amended from time to time;

**Event of Default** means an event so described in Condition 12 (“Events of Default”);

**Excluded Subsidiary** means:

- (a) a direct or indirect Subsidiary of an Obligor (which is not itself an Obligor) which has incurred or will incur a Limited Recourse Borrowing (For this purpose, a “Subsidiary”

includes any body corporate which would be a Subsidiary of an Obligor partnership if the Obligor partnership was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act); and

- (b) any entity which holds Marketable Securities in an entity described in paragraph (a) (or which holds Marketable Securities in an entity described in this paragraph (b)), provided that it is not an Obligor;

**Extraordinary Resolution** has the meaning given to that term in the Note Trust Deed;

**FATCA** means:

- (a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;
- (b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States of America and any other jurisdiction which (in either case) facilitates the implementation of paragraph (a) above; or
- (c) any agreement under the implementation of paragraphs (a) or (b) above with the United States of America Internal Revenue Service, the United States of America government or any governmental or taxation authority in any other jurisdiction;

**Finance Documents** means each of:

- (a) the Note Documents;
- (b) each Agency Agreement;
- (c) the Security Trust Deed (and each Obligor and Guarantor Accession Deed under that document);
- (d) the Intercreditor Deed;
- (e) each Beneficiary Accession Deed;
- (f) each Security;
- (g) the Tripartite Deed; and
- (h) the Tax Deed Tripartite Deed,

and any other document which the Issuer acknowledges in writing to be a Finance Document;

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed and any debit balance at any financial institution;
- (b) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instruments;
- (d) the amount of any liability in respect of any lease or hire purchase contract, which would, under GAAP, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

- (f) any redeemable shares or units where the holder has the right, or the right in certain conditions, to require redemption of the shares or units on or before the latest Maturity Date;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 180 days after acquisition having the commercial effect of a borrowing;
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (j) the amount of any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (k) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above,

but excludes any indebtedness in respect of any lease or hire purchase contract which, in accordance with GAAP as at the date of the Information Memorandum, are treated as an operating lease (or would have been prior to IFRS 16);

**Fixed Coupon Amount** has the meaning given in Condition 8.2 (“Fixed Coupon Amount”);

**Fixed Rate Note** means a Note on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on any other dates as specified in the Pricing Supplement;

**Floating Rate Note** means a Note on which interest is calculated at a floating rate payable in arrear on such periodic basis in each year and on redemption or on any other dates as specified in the Pricing Supplement;

**GAAP** means generally accepted accounting principles, standards and practices in Australia;

**Government Agency** has the meaning given to that term in the Intercreditor Deed;

**Group** means the Issuer, the Asset Group members, the Operations Group members, the Unregulated Group members (for so long as the Network Unregulated Partnership is a Guarantor), the Aurora Group members (for so long as the Aurora Property Partnership is a Guarantor) and each New Guarantor Group member (for so long as the relevant New Guarantor is a Guarantor) and **Group member** means any of them. **Group** and **Group member** excludes Excluded Subsidiaries;

**Guarantee** means the guarantee and indemnity contained in clause 6 (“Guarantee”) of the Security Trust Deed;

**Guarantor** means, at any time, each “Guarantor” under the Security Trust Deed at that time. As at the date of the Information Memorandum, it includes the Obligor;

**Holding Entity** means, at any time, each person which is a “Holding Entity” under the Intercreditor Deed and the Security Trust Deed at that time. As at the date of the Information Memorandum it includes:

- (a) ERIC Alpha Holdings Pty Ltd (ACN 611 143 367);

- (b) Blue Asset HoldCo Pty Ltd (ACN 615 226 545) in its personal capacity and as trustee of the Blue Asset Hold Trust; and
- (c) Blue Op HoldCo Pty Ltd (ACN 615 227 140) in its personal capacity and as trustee of the Blue Op Hold Trust;

**Information Memorandum** means:

- (a) the Information Memorandum dated on or about 27 November 2025 or the then latest information memorandum which replaces that document; or
- (b) the information memorandum, disclosure document (as defined in the Corporations Act) or other offering document referred to in the Pricing Supplement,

in each case prepared by, or on behalf of, and approved in writing by, the Issuer in connection with the issue of Notes and all documents incorporated by reference in it, including a Pricing Supplement and any other amendments or supplements to it;

**Insolvency Event** has the meaning given to that term in the Intercreditor Deed;

**Intercreditor Agent** means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) or any person who becomes the “Intercreditor Agent” under the Intercreditor Deed;

**Intercreditor Deed** means the document entitled “Intercreditor Deed” originally dated 20 October 2016 between the Issuer, the Intercreditor Agent and others, as amended on 28 April 2017, 9 August 2017 and from time to time;

**Interest Commencement Date** means, in respect of a Note, the Issue Date of the Note or any other date so specified in the Pricing Supplement;

**Interest Determination Date** means each date so specified in, or determined in accordance with, the Pricing Supplement;

**Interest Payment Date** means each date so specified in, or determined in accordance with, the Pricing Supplement;

**Interest Period** means each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. However:

- (a) the first Interest Period commences on (and includes) the Interest Commencement Date; and
- (b) the final Interest Period ends on (but excludes) the Maturity Date or the relevant redemption date;

**Interest Rate** means, for a Note, the interest rate (expressed as a per cent. per annum) payable in respect of that Note specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement;

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (as supplemented, amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series);

**Issue Date** means, in respect of a Note, the date on which the Note is, or is to be issued, and as may be specified, or determined, in accordance with, the relevant Pricing Supplement;

**Issue Price** means the price as set out in the Pricing Supplement;

**Issuer** means Ausgrid Finance Pty Ltd (ABN 14 615 343 005);

**Leased Network** has the meaning given in the Main Lease;

**Lessor** means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385), a corporation constituted as a Ministerial Holding Corporation for the purposes of *the Electricity Network Assets (Authorised Transactions) Act 2015* (NSW);

**Limited Recourse Borrowing** means Financial Indebtedness incurred where no Guarantee or Security Interest is given by an Obligor in relation to that Financial Indebtedness;

**Main Lease** means document entitled "Distribution Network Lease" dated 1 December 2016 between the Lessor, the Network Asset Partnership and each NAP Partner in its personal capacity, as amended from time to time;

**Major Authorisation** means each of:

- (a) any licence under the *Electricity Supply Act 1995* (NSW) to operate the Leased Network;
- (b) any registration (or exemption from the requirement to register) under the National Electricity Law or the National Electricity Rules as a network service provider in relation to the Leased Network or as a distribution system operator or as an intermediary; or
- (c) any equivalent Authorisation to those referred to in paragraph (a) or (b) (above) that is required for the purposes of controlling or operating the Leased Network;

**Margin** means the margin specified in, or determined in accordance with, the Pricing Supplement;

**Marketable Security** means:

- (a) marketable securities as defined in the Corporations Act;
- (b) interest in a partnership; or
- (c) unit (whatever called) or interest in a trust estate which represents a legal or beneficial interest in any of the income or assets of that trust estate and includes any options to acquire any units as described;

**Material Document** means:

- (a) the Main Lease;
- (b) the Distribution Network Sublease and Access Agreement;
- (c) the Sublease Deed; and
- (d) the Distribution Network Tax Deed;

**Maturity Date** means, in respect of a Note, the date so specified in, or determined in accordance with, the Pricing Supplement and includes any Early Redemption Date specified in the Pricing Supplement;

**Meeting Provisions** means the provisions relating to meetings of Noteholders and set out as a schedule to the relevant Note Trust Deed;

**NAP Partner** means, at any time, each person which is partner in the NAP Partnership at that time. As at the date of the Information Memorandum it includes:

- (a) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 1;
- (b) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 2;

- (c) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 3;
- (d) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) in its personal capacity and as trustee of the ERIC Alpha Asset Trust 4; and
- (e) Blue Asset Partner Pty Ltd (ACN 615 217 493) in its personal capacity and as trustee of the Blue Asset Partner Trust;

**National Electricity Law** means the provisions applying because of section 6 of the National Electricity (New South Wales) Act 1997 (NSW), and includes the National Electricity Rules;

**National Electricity Rules** has the meaning given in the National Electricity Law;

**Network Asset Partnership or NAP Partnership** means the Australian partnership known as the “Ausgrid Asset Partnership”;

**Network Operator Partnership or NOP Partnership** means the Australian partnership known as the “Ausgrid Operator Partnership”;

**Network Unregulated Partnership or NUP Partnership** means the Australian partnership known as the “Plus ES Partnership”;

**New Guarantor** means a person who becomes a Guarantor under the Security Trust Deed after the date of the Information Memorandum;

**New Guarantor Group** means, in respect of a New Guarantor, the New Guarantor and any Subsidiary (or any body corporate which would be a Subsidiary of the New Guarantor if the New Guarantor was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act, other than any Excluded Subsidiary) and **New Guarantor Group member** means any of them;

**New Partnership** means a New Guarantor which is a partnership;

**NOP Partner** means, at any time, each person which is partner in the NOP Partnership at that time. As at the date of the Information Memorandum it includes:

- (a) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 1;
- (b) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 2;
- (c) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 3;
- (d) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) in its personal capacity and as trustee of the ERIC Alpha Operator Trust 4; and
- (e) Blue Op Partner Pty Ltd (ACN 615 217 500) in its personal capacity and as trustee of the Blue Op Partner Trust;

**Note** means a medium term note or such other debt instrument or debt obligation specified in a Pricing Supplement and issued or to be issued by the Issuer which is constituted by, and owing under, the Note Trust Deed, the details of which are recorded in, and evidenced by entry in, the Register. References to any particular type of “Note” will be read and construed accordingly. All references to Notes must, unless the context otherwise requires, be read and construed as references to the Notes of a particular Series;

**Note Certificate** means a certificate substantially in the form of the schedule to the agreement entitled “Agency Agreement (Offshore)” dated on or about 23 July 2020 between the Issuer,

The Bank of New York Mellon, London Branch as the Offshore Agent and The Bank of New York Mellon SA/NV, Luxembourg Branch as the Registrar;

**Note Documents** means, in respect of a Series and a Tranche, the relevant Note Trust Deed and the relevant Pricing Supplement as amended and replaced from time to time;

**Note Trust Deed** means:

- (a) the trust deed entitled “Note Trust Deed” dated 18 October 2017; and
- (b) such other trust deed or deed poll pursuant to which Notes are issued,

in each case, entered into by the Issuer;

**Note Trustee** means BNY Trust Company of Australia Limited (ABN 49 050 294 052) or any other entity appointed by the Issuer under the relevant Note Trust Deed in its capacity as note trustee of the relevant Notes from time to time;

**Noteholder** means, in respect of a Note, each person in whose name a Note is registered on the Register;

**NUP Partner** means, at any time, each person which is partner in the Network Unregulated Partnership at that time. As at the date of the Information Memorandum it includes:

- (a) ERIC Alpha AUP Corporation 1 Pty Ltd (ACN 621 524 374) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 1;
- (b) ERIC Alpha AUP Corporation 2 Pty Ltd (ACN 621 524 454) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 2;
- (c) ERIC Alpha AUP Corporation 3 Pty Ltd (ACN 621 524 525) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 3;
- (d) ERIC Alpha AUP Corporation 4 Pty Ltd (ACN 621 524 605) in its personal capacity and as trustee of the ERIC Alpha AUP Trust 4; and
- (e) Blue PES Partner Pty Ltd (ACN 622 175 428) in its personal capacity and as trustee of the Blue PES Partner Trust;

**Obligor** means, at any time, each person which is an “Obligor” under the Intercreditor Deed and the Security Trust Deed at that time. As at the date of the Information Memorandum it includes:

- (a) the Issuer;
- (b) the Network Asset Partnership;
- (c) the Network Operator Partnership;
- (d) the Network Unregulated Partnership;
- (e) the Aurora Property Partnership;
- (f) each NAP Partner listed in the definition of “NAP Partner”;
- (g) each NOP Partner listed in the definition of “NOP Partner”;
- (h) each NUP Partner listed in the definition of “NUP Partner”;
- (i) each APP Partner listed in the definition of “APP Partner”;

- (j) Ausgrid Management Pty Ltd (ACN 615 449 548);
- (k) Plus ES Management 1 Pty Ltd (ACN 622 269 907); and
- (l) Plus ES Management 2 Pty Ltd (ACN 622 269 934);

**Offshore Agent** means, in respect of a Note, The Bank of New York Mellon, London Branch, or any other person specified in the Pricing Supplement to perform issue and paying agency functions outside Australia on the Issuer's behalf with respect to a Series or Tranche of Notes as required under these Conditions;

**Offshore Associate** means an associate (as defined in section 128F(9) of the Australian Tax Act) of the Issuer that is either:

- (a) a non-resident of Australia which does not acquire the Notes in the course of carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Notes in the course of carrying on a business at or through a permanent establishment outside Australia;

**Operations Group** means the Network Operator Partnership and any body corporate which would be a Subsidiary of the Network Operator Partnership if the Network Operator Partnership was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act (excluding any Excluded Subsidiary) and **Operations Group member** means any of them;

**Ordinary Resolution** has the meaning given to that term in the Note Trust Deed;

**Permitted Security Interest** means:

- (a) a lien or charge arising by operation of law in the ordinary course of business;
- (b) a repairer's lien arising in the ordinary course of business which relates to a payment obligation that is not yet due for payment or due for payment but being contested in good faith and by appropriate proceedings that are being conducted diligently and do not involve a material risk of the foreclosure, sale, forfeiture or loss of or material interference with any asset or any title to, use of or interest in any asset;
- (c) a retention of title arrangement in connection with the acquisition of goods in the ordinary course of business (which terms must require payment within 90 days);
- (d) bankers' liens, rights of set-off or other netting arrangements;
- (e) any lien for:
  - (i) rates, Taxes, duties or fees of any kind payable to a Government Agency; or
  - (ii) money payable for work performed by suppliers, mechanics, workmen, repairmen or employees and, in each case, arising in the ordinary course of business,  
  
either not yet due or being contested in good faith by the Obligors;
- (f) any Security Interest arising under a Security;
- (g) any Security Interest over an asset that has been acquired by way of a finance or operating lease;
- (h) any Security Interest over an asset created before that asset was acquired by the Obligor but not in contemplation of its acquisition and where the amount secured by the Security Interest is not increased following the acquisition and (unless the Security

Interest is otherwise a Permitted Security Interest) the Security Interest is discharged in full within 90 days of the acquisition;

- (i) any Security Interest arising or deemed to arise only under or only by reason of the operation of the PPSA:
    - (i) in relation to personal property acquired by it in the ordinary course of its business in favour of a seller of the personal property and as security for all or part of the purchase price of that personal property so long as the debt it secures is paid when due or contested in good faith and sufficient resources of liquid assets have been set aside to pay the debt if the contest is unsuccessful; or
    - (ii) provided that it does not in substance secure payment or performance of an obligation, that is created or provided for by:
      - (A) a transfer of an account receivable or chattel paper;
      - (B) a PPS lease; or
      - (C) a commercial consignment.
- For the purposes of this paragraph (ii), the terms "account receivable", "chattel paper", "commercial consignment", "PPS lease" and "personal property" have the meanings given to them in the PPSA; or
- (j) any Security Interest, provided that the aggregate of the amounts secured by Security Interests under this paragraph at any time is not greater than A\$100,000,000 or its equivalent in other currencies;
  - (k) any Security Interest permitted under a Finance Document (as defined in the Intercreditor Deed); or
  - (l) any Security Interest which replaces a Security Interest described in any paragraph above;

**Potential Event of Default** means an event specified in Condition 12 ("Events of default") which, with the giving of notice, lapse of time or fulfilment of any condition would be likely to become an Event of Default;

**PPSA** means the Personal Property Securities Act 2009 of Australia;

**Pricing Supplement** means, in respect of a Tranche, the pricing supplement specifying the relevant issue details in relation to that Tranche and which may be substantially in the form set out in the Information Memorandum, duly completed and signed by the Issuer;

**Programme** means the medium term note programme established by the Issuer and to which the Information Memorandum relates;

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

**Record Date** means 5.00 pm in the place where the Register is maintained on:

- (a) the date which is the 8th calendar day before the payment date (in respect of Notes lodged in the Austraclear System);
- (b) the Clearing System Business Day immediately before the Payment Date (in respect of Notes lodged in another Clearing System); or
- (c) any other date so specified in the Pricing Supplement;

**Redemption Amount** means, unless otherwise specified in the relevant Pricing Supplement, the outstanding principal amount as at the date of redemption and also includes any other amount in the nature of a redemption amount specified in, or determined in accordance with, the relevant Pricing Supplement or these Conditions;

**Reference Banks** means the institutions so described in the Pricing Supplement or, if none, four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate;

**Reference Rate** means, the rate specified in, or determined in accordance with, the Pricing Supplement;

**Register** means the register, including any branch register, of Noteholders established and maintained by or on behalf of the Issuer under an Agency Agreement;

**Registrar** means, in respect of a Series of Notes:

- (a) BTA Institutional Services Australia Limited (ABN 48 002 916 396);
- (b) The Bank of New York Mellon SA/NV, Luxembourg Branch; or
- (c) any other person appointed by the Issuer under an Agency Agreement to maintain the Register and perform any payment and other duties as specified in that agreement;

**Regular Period** means:

- (a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each Interest Period;
- (b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and
- (c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

**Related Body Corporate** has the meaning given in the Corporations Act;

**Relevant Entity** means an Obligor or a Holding Entity;

**Relevant Partnership** means:

- (a) the Network Asset Partnership;
- (b) the Network Operator Partnership;
- (c) for so long as Network Unregulated Partnership is a Guarantor, Network Unregulated Partnership;
- (d) for so long as Aurora Property Partnership is a Guarantor, the Aurora Property Partnership; or
- (e) for so long as a New Partnership is a Guarantor, that New Partnership;

**Relevant Partnership Property** means, in respect of a Relevant Partnership, all assets, rights, property and undertaking which are the subject of the Relevant Partnership:

- (a) of whatever kind and wherever situated; and
- (b) whether present or future;

**Relevant Screen Page** means:

- (a) the page, section or other part of a particular information service specified as the Relevant Screen Page in the Pricing Supplement; or
- (b) any other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

**Relevant Tax Jurisdiction** means the Commonwealth of Australia or any political subdivision of it;

**Relevant Time** has the meaning given in the Pricing Supplement;

**Relevant Trust** means, in respect of a Relevant Entity, the trust (if any) for which it acts as trustee and enters into the Finance Documents, as stated in the Security Trust Deed and the Intercreditor Deed (or the applicable Obligor and Guarantor Accession Deed or Holding Entity Accession Deed, in each case, under the Security Trust Deed);

**Relevant Trust Deed** means, in respect of a Relevant Trust, the trust deed which establishes that Relevant Trust;

**Secured Property** means the property which is subject to the Security;

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

**Security Interest** has the meaning given to that term in the Intercreditor Deed;

**Security Trust Deed** means the document entitled "Security Trust Deed" originally dated 20 October 2016 between the Issuer, the Security Trustee and others, as amended on 9 August 2017 and from time to time;

**Security Trustee** means ANZ Fiduciary Services Pty Ltd (ABN 91 100 709 493) or any person who becomes the "Security Trustee" under the Security Trust Deed;

**Series** means an issue of Notes made up of one or more Tranches all of which form a single Series and are issued on the same Conditions except that the Issue Date, the Issue Price and the Interest Commencement Date may be different in respect of a different Tranche of a Series;

**Special Quorum Resolution** has the meaning given to that term in the Note Trust Deed;

**Specified Office** means, in respect of a person, the office specified in the Information Memorandum or any other address notified to Noteholders from time to time;

**Sublease Deed** means the document entitled "Sublease Deed" dated 1 December 2016 between the Lessor, the Network Asset Partnership (as sublessor), each NAP Partner in its personal capacity, the Network Operator Partnership (as sublessee) and each NOP Partner, as amended from time to time;

**Subsidiary** means a body corporate (in this definition called the "**first body**") which has the following relationship to another body corporate (in this definition called the "**other body**"); The other body:

- (a) directly or indirectly controls the composition of the first body's board;
- (b) is in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the first body;
- (c) holds directly or indirectly more than one-half of the issued share capital of the first body (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); and
- (d) has an economic interest directly or indirectly of more than 50% in the first body,

but provided that:

- (e) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share and the ability to control the appointment or removal of the trustee is considered to satisfy paragraph (a) above;
- (f) a corporation or trust may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation;
- (g) a limited partnership may be a Subsidiary of an entity if the entity or any of its Subsidiaries are the general partner of that limited partnership and the entity, together with any of its Subsidiaries, holds more than 50% of the partner interests in the limited partnership;
- (h) any securities held, or power exercisable by an entity in a fiduciary capacity, are treated as not held or exercisable by it (but without prejudice to the application of paragraphs (e) and (f) to any trust); and
- (i) any securities held, or power exercisable:
  - (i) by an entity as a nominee for another entity (except where the other entity is concerned only in a fiduciary capacity); or
  - (ii) by, or by a nominee for, a Subsidiary of another entity (not being a Subsidiary that is concerned only in a fiduciary capacity),

are treated as held or exercisable by that other entity (but without prejudice to the application of paragraphs (e) and (f) to any trust);

**Tax** has the meaning given to that term in the Intercreditor Deed;

**Tax Deed Tripartite Deed** means the document entitled "Tripartite Deed – Tax Deed" dated on or about 1 December 2016 between the Commissioner of Taxation of the Commonwealth of Australia, Blue Asset HoldCo Pty Ltd as trustee of the Blue Asset Hold Trust, Blue Asset Partner Pty Ltd as trustee of the Blue Asset Partner Trust and others, as amended or replaced from time to time;

**Tranche** means an issue of Notes specified as such in the relevant Pricing Supplement issued on the same Issue Date and on the same Conditions;

**Tripartite Deed** means the document so described in the Intercreditor Deed, as amended or replaced from time to time; and

**Unregulated Group** means the Network Unregulated Partnership and any body corporate which would be a Subsidiary of the Network Unregulated Partnership if the Network Unregulated Partnership was a body corporate for the purposes of Part 1.2 Division 6 of the Corporations Act (excluding any Excluded Subsidiary) and **Unregulated Group member** means any of them.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in these Conditions to:

- (a) a group of persons (other than the Noteholders) is a reference to any two or more of them jointly and to each of them individually;
- (b) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (c) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (d) anything (including an amount) is a reference to the whole and each part of it;
- (e) a document (including these Conditions) includes any variation or replacement of it;
- (f) “**law**” means common law, principles of equity, and any other statute or law made by parliament (and any other statute or law made by parliament include federal or state laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (g) a “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply;
- (h) the “**Corporations Act**” is to the *Corporations Act 2001* of Australia;
- (i) an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (j) “**Australian dollars**” or “**A\$**” is a reference to the lawful currency of Australia;
- (k) a time of day is a reference to Sydney time;
- (l) the word “**person**” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (m) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (n) the words “**including**”, “**for example**” or “**such as**” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

## 1.3 Number

The singular includes the plural and vice versa.

## 1.4 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of these Conditions.

## 1.5 References to particular terms

Unless the contrary intention appears, in these Conditions:

- (a) a reference to the Issuer, the Registrar, the Offshore Agent, the Calculation Agent or another Agent is a reference to the person so specified in the Pricing Supplement;

- (b) a reference to the Agency Agreement is a reference to the Agency Agreement applicable to the Notes of the relevant Series;
- (c) a reference to a Note is a reference to a Note of a particular Series issued by the Issuer specified in the Pricing Supplement;
- (d) a reference to a Noteholder is a reference to the holder of Notes of a particular Series; and
- (e) a reference to a particular date on which a payment is to be made is a reference to that date adjusted in accordance with the applicable Business Day Convention.

#### **1.6 References to principal and interest**

Unless the contrary intention appears, in these Conditions:

- (a) any reference to “**principal**” is taken to include the Redemption Amount, any Additional Amounts in respect of principal which may be payable under Condition 15 (“Taxation”), any premium payable by the Issuer in respect of Note, and any other amount in the nature of principal payable in respect of the Notes under these Conditions;
- (b) the principal amount of a Note which may vary by reference to a schedule or formula (where such determination has been previously made in accordance with these Conditions) is taken as at any time to equal its varied amount; and
- (c) any reference to “**interest**” is taken to include any Additional Amounts and any other amount in the nature of, or in substitution for, interest payable in respect of the Notes under these Conditions.

#### **1.7 Calculation of period of time**

If a notice must be given within a certain period of days or a certain number of days’ notice must be given or any other matter must take place within a certain number of days, the day on which the notice is given or action taken, and the day on which the meeting is to be held or other action taken, are not to be counted in calculating that period.

#### **1.8 Terms defined in Pricing Supplement**

Terms which are defined in the Pricing Supplement as having a defined meaning have the same meaning when used in these Conditions, but if the Pricing Supplement gives no meaning or specifies that the definition is “Not Applicable”, then that definition is not applicable to the Notes.

## Part 2 Introduction

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### 2 Introduction

#### 2.1 Programme

Notes are issued under the Programme by the Issuer.

#### 2.2 Pricing Supplement

- (a) The Issuer will issue the Notes on the terms set out in these Conditions as supplemented, amended, modified or replaced by the Pricing Supplement applicable to those Notes. If there is any inconsistency between these Conditions and such Pricing Supplement, the Pricing Supplement prevails.
- (b) Notes are issued in Series. A Series may comprise one or more Tranches having one or more Issue Dates and on terms and conditions otherwise identical (other than, to the extent relevant, in respect of the Issue Price, the Issue Date and the Interest Commencement Date).
- (c) Copies of the Pricing Supplement and these Conditions are available for inspection upon request by a Noteholder or prospective Noteholder during normal business hours at the Specified Office of the Issuer, the Note Trustee, the Registrar or each Agent or are otherwise available on reasonable request from the Issuer or the Registrar.

#### 2.3 Types of Notes

A Note is either:

- (a) a Fixed Rate Note;
- (b) a Floating Rate Note; or
- (c) any other type of debt obligation (including a combination of the above) as specified in the relevant Pricing Supplement.

#### 2.4 Issue and transfer restrictions

Unless otherwise specified in any relevant Pricing Supplement, Notes may only be offered (directly or indirectly) for issue or transfer, or applications invited for the issue or transfer of Notes, and may only be issued or transferred if:

- (a) where the offer or invitation is made in, or into, Australia:
  - (i) the aggregate consideration payable to the Issuer or the transferor by the relevant subscriber or person acquiring the Notes is at least A\$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the Issuer or its associates) or the offer or invitation (including any resulting issue) or the issue or transfer does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and
  - (ii) the offer or invitation (including any resulting issue) or the issue or transfer does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and
- (b) at all times, the offer or invitation (including any resulting issue) or the issue or transfer complies with all applicable laws and directives in the jurisdiction in which the offer, invitation, issue or transfer takes place.

## **2.5 Denomination**

The Notes of each Series will be issued in a single denomination as specified in the relevant Pricing Supplement.

## **2.6 Currency**

Subject to compliance with all applicable legal and regulatory requirements, Notes may be denominated in Australian dollars or such other freely transferable and freely available currency or currencies (as agreed by the Agent (acting reasonably)) specified in the relevant Pricing Supplement.

## **2.7 Clearing Systems**

If the Notes are held in a Clearing System, the rights of a person holding an interest in those Notes are subject to the rules and regulations of the Clearing System including any removal, uplift or withdrawal (however described) of the Notes from that Clearing System or other action (including a transfer of the Notes) required by the rules and regulations of the Clearing System. The Issuer is not responsible for anything the Clearing System does or omits to do.

## Part 3 Notes

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### 3 Form

#### 3.1 Constitution

- (a) Notes are debt obligations of the Issuer constituted by, and owing under, the Note Trust Deed, the details of which are recorded in, and evidenced by entry in, the Register.
- (b) Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Note Trust Deed.
- (c) Notes are issued in registered uncertificated form by entry in the Register.

#### 3.2 Certificates for Notes

- (a) Unless specified in the relevant Pricing Supplement, no certificates will be issued to Noteholders in respect of a Series of Notes unless the Issuer determines that certificates should be available or such are required by any applicable law or directive.
- (b) If certificates are issued, they represent evidence of title only and the Notes will remain in registered form.
- (c) Any certificates issued will be in such form as the Issuer may specify. Each certificate represents a holding of one or more such Notes by the same Noteholder.

#### 3.3 Effect of entries in Register

Each entry in the Register in respect of a Note constitutes:

- (a) an irrevocable undertaking by the Issuer to the Noteholder to:
  - (i) pay principal, any interest (if applicable) and any other amounts in accordance with these Conditions; and
  - (ii) otherwise to comply with the Conditions; and
- (b) an entitlement to the other benefits given to Noteholders under these Conditions in respect of the Note.

#### 3.4 Ownership and non-recognition of interests

- (a) Entries in the Register in relation to a Note constitute conclusive evidence that the person so entered is the absolute owner of such Note subject to correction for fraud or proven error.
- (b) No notice of any trust or other interest in, or claim to, any Note will be entered in a Register. Neither the Issuer nor the relevant Registrar need take notice of any trust or other interest in, or claim to, any Note, except as ordered by a court of competent jurisdiction or required by any applicable law or directive. This Condition 3.4(b) applies whether or not a Note is overdue and despite any notice of ownership, trust or interest in the Note.

#### 3.5 Joint holders

Where two or more persons are entered in the Register as the joint holders of a Note then they are taken to hold that Note as joint tenants with rights of survivorship, but the Registrar is not bound to register more than four persons as joint holders of a Note.

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## **4 Status**

### **4.1 Status of Notes**

The Notes constitute direct, secured, unconditional and unsubordinated obligations of the Issuer ranking equally among themselves and in priority to all unsecured obligations of the Issuer, except liabilities mandatorily preferred by law.

### **4.2 Security**

Amounts due under the Notes and the Note Trust Deed are secured by the Security. The Security Trustee holds the Security on trust for the Beneficiaries (as defined in the Security Trust Deed and the Intercreditor Deed, and which includes the Note Trustee and the Noteholders) and subject to the terms of the Security Trust Deed and the Intercreditor Deed. By the Note Trustee acceding as a party to the Intercreditor Deed, the Noteholders receive, through the Note Trustee, the benefit of the Security Trust Deed, the Intercreditor Deed and the Security.

### **4.3 Guarantee**

The Notes are issued with the benefit of the Guarantee. Pursuant to the Guarantee, each Guarantor irrevocably and unconditionally jointly and severally, among other things, guarantees to the Note Trustee and the Noteholders the punctual performance by the Issuer of its obligations under the Notes.

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## **5 Negative pledge**

So long as any Note remains outstanding, the Issuer will not, and will ensure that each other Obligor will not, create or allow to exist any Security Interest over all or any of its assets other than a Permitted Security Interest, without at the same time or prior thereto:

- (a) securing the Notes equally and rateably therewith; or
- (b) providing such other security for the Notes as may be approved by an Extraordinary Resolution of Noteholders.

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## **6 Undertakings**

### **6.1 Reporting**

So long as any Note remains outstanding, the Issuer must deliver to the Note Trustee:

- (a) no later than 120 days after the end of the Group's financial year, a copy of the audited consolidated financial statements for the Group for that financial year as adjusted as necessary to reflect the exclusion of any Excluded Subsidiary;
- (b) no later than 90 days after the end of the first half of the Group's financial year, a copy of the unaudited consolidated financial statements for the Group for that half of the year as adjusted as necessary to reflect the exclusion of any Excluded Subsidiary;
- (c) a copy of:
  - (i) any notice by a party to a Material Document concerning any amendment, breach, potential breach, waiver, consent or approval of or under such Material Document, in each case that has had a material adverse effect on the ability of the Issuer and the other Obligors (taken as a whole) to meet any payment obligations of the Issuer (at any time) under the Notes;

- (ii) any notice of any election by the Lessor to exercise a step-in right under the Main Lease or the Tripartite Deed;
- (iii) any notice from the Lessor issued under clause 4(a) (“Power of Attorney”) of the Main Lease, or clause 6(a) (“Power of Attorney”) of the Sublease Deed, in respect of any action it intends to take, or actually takes, to surrender all or part of the Main Lease, the Sublease Deed or any Sublessee Lease (as defined in the Sublease Deed);
- (iv) any notice provided by the Network Asset Partnership to the Lessor under clause 8.5 (“Notifications”) of the Main Lease, or provided by the Network Operator Partnership (as sublessee) to the Network Asset Partnership (as sublessor) under clause 7.4 (“Notifications”) of the Distribution Network Sublease and Access Agreement; and
- (v) any notice issued by either the Lessor or the Network Asset Partnership under clause 22.2 (“Claims of relief”) of the Main Lease, or by either the Network Asset Partnership (as sublessor) or the Network Operator Partnership (as sublessee) under clause 15.2 (“Claims of relief”) of the Distribution Network Sublease and Access Agreement, in respect of a Force Majeure Event (as defined in Main Lease or the Distribution Network Sublease and Access Agreement (as applicable)),

in each case, promptly upon the notice being given or received by an Obligor;

- (d) promptly, and in any event within ten Business Days of receipt thereof, copies of any notice to any of the Obligors from any Government Agency:
  - (i) concerning any breach of a Major Authorisation to the extent that such breach has had a material adverse effect on the ability of the Issuer and the other Obligors (taken as a whole) to meet any of their respective payment obligations under the Notes; or
  - (ii) with respect to any proposal to expropriate or compulsorily acquire any material part of the Secured Property; and
- (e) notice of any Event of Default or Potential Event of Default, promptly after the Issuer becomes aware of it.

The Note Trustee will deliver any notice received to the Noteholders promptly following receipt.

## **6.2 Insurance**

So long as any Note remains outstanding, the Issuer must ensure that the Obligors insure their business and assets against any risks and liabilities to which the Obligors are exposed to the extent that is prudent having regard to the risks and liabilities applicable to their business and current practice in the industry in which the Group operates.

## **6.3 Business**

So long as any Note remains outstanding, the Issuer will not (and must ensure that the other Obligors and the Relevant Partnerships will not) carry on any business or activity other than the Core Business. However, to avoid doubt, this undertaking does not prevent any Obligor or a Relevant Partnership from dealing in the ordinary course of business with any contract to which an Obligor or a Relevant Partnership is a party, including (without limitation) extensions, replacements, amendments, concessions, discounts, defaults, waivers and terminations.

## **6.4 Amendments to Material Documents**

- (a) So long as any Note remains outstanding, the Issuer must not (and must ensure that each other Obligor does not):

- (i) make any amendment or variation of, or waive or consent to the waiver of any obligation under, any Material Document, in any case that would have a material adverse effect on the ability of the Issuer and the other Obligors (taken as a whole) to meet any of their respective payment obligations under the Notes; or
  - (ii) consent to an assignment, transfer or novation of the Lessor's rights and/or obligations under a Material Document, unless:
    - (A) the proposed assignee, transferee or novatee is of good repute, sound financial standing and capable of performing the Lessor's covenants under the relevant Material Document;
    - (B) all (not part only) of the Lessor's rights and/or obligations under that Material Document, and each other Material Document, are transferred to the proposed assignee, transferee or novatee; and
    - (C) the proposed assignee shall become a party to the Tripartite Deed;
  - (iii) terminate (other than by the passing of time), rescind, surrender or accept any repudiation of, discharge or suspend, any Material Document; or
  - (iv) assign or transfer any rights and/or obligations under (other than pursuant to a Security) any Material Document.
- (b) If the Obligors or other relevant parties propose to make or agree or consent to any amendment, variation or waiver of the Main Lease or any other Material Document that is not restricted by Condition 6.4(a), each Noteholder will be taken to have irrevocably and unconditionally agreed that it will not give any instruction to the Note Trustee, the Security Trustee or the Intercreditor Agent in respect of such amendment, variation or waiver and that clause 4.8 ("Missing votes") of the Intercreditor Deed will apply. The holding of any Note shall be conclusive evidence of such agreement without further action being required to be taken by a Noteholder (and may be relied on by the Note Trustee, the Security Trustee and the Intercreditor Agent).

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## **7 Title and transfer of Notes**

### **7.1 Transfer**

Noteholders may only transfer Notes in accordance with these Conditions and the Note Trust Deed.

### **7.2 Title**

Title to Notes passes when details of the transfer are entered in the Register.

### **7.3 Transfers in whole**

Notes may be transferred in whole but not in part.

### **7.4 Conditions of transfer**

Notes may only be transferred if:

- (a) in the case of Notes to be transferred in, or into, Australia, the offer or invitation giving rise to the transfer:
  - (i) is for an aggregate consideration payable to the Issuer by the relevant subscriber of at least A\$500,000 (or its equivalent in an alternative currency,

in either case, disregarding moneys lent by the transferor or its associates) or if the offer or invitation (including any resulting transfer) does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; and

- (ii) does not constitute an offer or invitation to a person who is a “retail client” as defined by the purposes of section 761G of the Corporations Act; and
- (b) at all times, the transfer complies with all applicable laws or directives of the jurisdiction where the transfer takes place.

## **7.5 Transfer procedures**

- (a) Interests in Notes held in a Clearing System will be transferable only in accordance with the rules and regulations of that Clearing System. If a Note is lodged in the Austraclear System, neither the Issuer nor the relevant Registrar will recognise any such interest other than the interest of Austraclear as the Noteholder while that Note is lodged in the Austraclear System.
- (b) Application for the transfer of Notes not held in a Clearing System must be made by the lodgement of a transfer form with the Registrar at its Specified Office. Transfer forms must be in the form available from the Registrar (or such other person as may be specified in a Pricing Supplement) and:
  - (i) each transfer form must be:
    - (A) duly completed and stamped (if applicable);
    - (B) accompanied by any evidence the Registrar may require to establish that the transfer form has been duly executed; and
    - (C) signed by, or on behalf of, both the transferor and the transferee; and
  - (ii) transfers will be registered without charge provided all applicable Taxes have been paid.

## **7.6 Restrictions on transfers**

Transfers of Notes which are not lodged in a Clearing System cannot be made between a Record Date and the relevant Interest Payment Date if a redemption of such Note is to occur during that period in accordance with these Conditions.

## **7.7 Effect of transfer**

Upon registration and entry of the transferee in the Register the transferor ceases to be entitled to future benefits under these Conditions in respect of the transferred Note and the transferee becomes so entitled in accordance with Condition 3.3 (“Effect of entries in Register”).

## **7.8 CHES**

Notes which are listed on the Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691) will not be transferred through, or registered on, the Clearing House Electronic Subregister System operated by ASX Settlement Pty Limited (ABN 49 008 504 532) and will not be “Approved Financial Products” for the purposes of that system.

## **7.9 Austraclear as Noteholder**

If Austraclear is recorded in the Register as the Noteholder, each person in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded is taken to acknowledge in favour of the Issuer, the Registrar and Austraclear that:

- (a) the Registrar's decision to act as the Registrar of that Note is not a recommendation or endorsement by the Registrar or Austraclear in relation to that Note, but only indicates that the Registrar considers that the holding of the Note is compatible with the performance by it of its obligations as Registrar under the Australian Registry Services Agreement; and
- (b) the Noteholder does not rely on any fact, matter or circumstance contrary to paragraph (a) above.

#### **7.10 Estates**

A person becoming entitled to a Note as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Registrar considers sufficient, transfer the Note or, if so entitled, become registered as the holder of the Note.

#### **7.11 Unincorporated associations**

A transfer of a Note to an unincorporated association is not permitted.

#### **7.12 Transfer of unidentified Notes**

If a Noteholder transfers some but not all of the Notes it holds and the transfer form does not identify the specific Notes transferred, the Registrar may choose which Notes registered in the name of that Noteholder have been transferred. However, the aggregate principal amounts of the Notes registered as transferred must equal the aggregate principal amount of the Notes expressed to be transferred in the transfer form.

## **Part 4 Interest on Notes**

*The Pricing Supplement in respect of each Tranche of Notes will specify which of the following Conditions apply.*

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### **8 Fixed Rate Notes**

*This Condition 8 applies to the Notes only if the Pricing Supplement states that it applies.*

#### **8.1 Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate. Interest is payable in arrear on each Interest Payment Date.

#### **8.2 Fixed Coupon Amount**

Unless otherwise provided in the Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the preceding Interest Period will be the Fixed Coupon Amount specified in the Pricing Supplement.

#### **8.3 Calculation of interest payable**

The amount of interest payable in respect of a Fixed Rate Note for any period for which a Fixed Coupon Amount is not specified in the Pricing Supplement is calculated by multiplying the Interest Rate for that period, by the outstanding principal amount of the Fixed Rate Note and by the applicable Day Count Fraction.

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### **9 Floating Rate Notes**

*This Condition 9 applies to the Notes only if the Pricing Supplement states that it applies.*

#### **9.1 Interest on Floating Rate Notes**

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) its Interest Commencement Date to (but excluding) its Maturity Date at the Interest Rate.

Interest is payable in arrear:

- (a) on each Interest Payment Date; or
- (b) if no Interest Payment Date is specified in the Pricing Supplement, on each date which falls the number of months or other period specified as the "Specified Period" in the Pricing Supplement after the preceding Interest Payment Date (or in the case of the first Interest Payment Date, after the Interest Commencement Date).

#### **9.2 Interest Rate determination**

The Interest Rate payable in respect of a Floating Rate Note must be determined by the Calculation Agent in accordance with these Conditions.

#### **9.3 Fallback Interest Rate**

Unless otherwise specified in the Pricing Supplement, if, in respect of an Interest Period, the Calculation Agent is unable to determine a rate in accordance with Condition 9.2 ("Interest Rate determination"), the Interest Rate for the Interest Period will be the Interest Rate applicable to the Floating Rate Notes during the immediately preceding Interest Period.

#### 9.4 ISDA Determination

If “ISDA Determination” is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the ISDA Rate.

In this Condition 9.4:

- (a) “**ISDA Rate**” means, for an Interest Period, a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent for the Floating Rate Notes were acting as Calculation Agent for that Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
  - (i) the Floating Rate Option, the Designated Maturity and the Reset Date are as specified in the Pricing Supplement; and
  - (ii) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction; and
- (b) “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the Floating Rate Notes**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the ISDA Definitions.

#### 9.5 Screen Rate Determination

If Screen Rate Determination is specified in the Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate applicable to the Floating Rate Notes for each Interest Period is the sum of the Margin and the Screen Rate.

In this Condition 9.5, “**Screen Rate**” means, for an Interest Period, the quotation offered for the Reference Rate appearing on the Relevant Screen Page at the Relevant Time on the Interest Determination Date. However:

- (a) if there is more than one offered quotation displayed on the Relevant Screen Page at the Relevant Time on the Interest Determination Date, the “**Screen Rate**” means the rate calculated by the Calculation Agent as the average of the offered quotations. If there are more than five offered quotations, the Calculation Agent must exclude the highest and lowest quotations (or in the case of equality, one of the highest and one of the lowest quotations) from its calculation;
- (b) if an offered quotation is not displayed by the Relevant Time on the Interest Determination Date or if it is displayed but the Calculation Agent determines that there is an obvious error in that rate, the “**Screen Rate**” means:
  - (i) the rate the Calculation Agent calculates as the average mean of the Reference Rates that each Reference Bank quoted to the leading banks in the Relevant Financial Centre specified in the Pricing Supplement at the Relevant Time on the Interest Determination Date; or
  - (ii) where the Calculation Agent is unable to calculate a rate under paragraph (i) because it is unable to obtain at least two quotes, the rate the Calculation Agent calculates as the average of the rates (being the nearest equivalent to the Reference Rate) quoted by two or more banks as requested by the Calculation Agent (upon indication of the Issuer) in the “Relevant Financial Centre” (as specified in the Pricing Supplement) at approximately the Relevant Time on the Interest Determination Date for a period equivalent to the Interest Period to leading banks carrying on business in the Relevant Financial Centre in good faith; or

- (c) if the Pricing Supplement specifies an alternative method for the determination of the Screen Rate Determination, then that alternative method will apply.

## 9.6 BBSW Rate determination

Where BBSW Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, the Interest Rate applicable to the Floating Rate Notes for each such Interest Period is the sum of the Margin and the BBSW Rate as specified in the relevant Pricing Supplement. Each Noteholder shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate, in each case as described below (in all cases without the need for any Noteholder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to the BBSW Rate and in each case made in accordance with this Condition 9.6 will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Noteholder and each Agent and, notwithstanding anything to the contrary in these Conditions or other documentation relating to the Notes, shall become effective without the consent of any person.

If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

All rates determined pursuant to this Condition 9.6 shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.0005 being rounded upwards.

If:

- (a) a Temporary Disruption Trigger has occurred; or
- (b) a Permanent Discontinuation Trigger has occurred,

then the Benchmark Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

- (i) if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:
  - (A) first, the Administrator Recommended Rate;
  - (B) then the Supervisor Recommended Rate; and
  - (C) lastly, the Final Fallback Rate;
- (ii) where a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;
- (iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate

(or if no such rate has been so provided or published, the last provided or published level of AONIA);

- (iv) if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
  - (A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;
  - (B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and
  - (C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;
- (v) where a determination of the AONIA Rate is required for the purposes of paragraph (iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:
  - (A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and
  - (B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and
- (vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

For the purposes of this Condition 9.6:

**Adjustment Spread** means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

- (a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at 1 December 2022, provided that for so long as the

Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a);

- (b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

**Adjustment Spread Fixing Date** means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

**Administrator** means:

- (a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);
- (b) in respect of AONIA, the Reserve Bank of Australia; and
- (c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

**Administrator Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

**AONIA** mean the Australian dollar interbank overnight cash rate (known as AONIA);

**AONIA Observation Period** means the period from (and including) the date falling five Business Days prior to the first day of the relevant Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and ending on (but excluding) the date falling five Business Days prior to the end of such Interest Period (or the date falling five Business Days prior to such earlier date, if any, on which the Notes become due and payable);

**AONIA Rate** means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus the Adjustment Spread;

**Applicable Benchmark Rate** means the Benchmark Rate specified in the relevant Pricing Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with Condition 9.6;

**BBSW Rate** means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the 'Refinitiv Screen ASX29 Page' or the 'Bloomberg Screen BBSW Page' (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first Business Day of that Interest Period;

**Benchmark Rate** means, for an Interest Period, the BBSW Rate as specified in the relevant Pricing Supplement;

**Bloomberg Adjustment Spread** means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) (**BISL**) on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where **Fallback Rate (AONIA) Screen** means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW

Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

**Compounded Daily AONIA** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the AONIA Observation Period corresponding to such Interest Period (with AONIA as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the fifth Business Day prior to the last day of each Interest Period, as follows:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{AONIA_{i-5SBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

$AONIA_{i-5SBD}$  means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Business Day falling five Business Days prior to such Business Day "i";

$d$  is the number of calendar days in the relevant Interest Period;

$d_0$  is the number of Business Days in the relevant Interest Period;

$i$  is a series of whole numbers from 1 to  $d_0$ , each representing the relevant Business Day in chronological order from (and including) the first Business Day in the relevant Interest Period to (and including) the last Business Day in such Interest Period;

$n_i$  for any Business Day "i", means the number of calendar days from (and including) such Business Day "i" up to (but excluding) the following Business Day; and

**SBD** means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

**Fallback Rate** means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with this Condition 9.6;

**Final Fallback Rate** means, in respect of an Applicable Benchmark Rate, the rate:

- (a) determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that

- (b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

**Interest Determination Date** means, in respect of an Interest Period:

- (a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (iv)(C) of this Condition 9.6 of the definition of Permanent Discontinuation Fallback, the first day of that Interest Period; and
- (b) otherwise, the fifth Business Day prior to the last day of that Interest Period,

subject in each case to adjustment in accordance with the applicable Business Day Convention;

**Interest Rate** means, in respect of a Note, the interest rate (expressed as a percentage rate per annum) payable in respect of that Note specified in the Pricing Supplement or calculated or determined in accordance with these Conditions and the Pricing Supplement;

**Non-Representative** means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

- (a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and
- (b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

**Permanent Discontinuation Trigger** means, in respect of an Applicable Benchmark Rate:

- (a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;
- (c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will

be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Noteholder;

- (d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;
- (e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or
- (f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

**Permanent Fallback Effective Date** means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

- (a) in the case of paragraphs (a) and (b) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;
- (b) in the case of paragraphs (c) and (d) of the definition of “Permanent Discontinuation Trigger”, the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);
- (c) in the case of paragraph (e) of the definition of “Permanent Discontinuation Trigger”, the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rate continues to be published or provided on such date; or
- (d) in the case of paragraph (f) of the definition of “Permanent Discontinuation Trigger”, the date that event occurs;

**Publication Time** means:

- (a) in respect of the BBSW Rate, 12.00noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and
- (b) in respect of AONIA, 4.00pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

**RBA Recommended Fallback Rate** has the same meaning given to AONIA Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate;

**RBA Recommended Rate** means, in respect of any relevant day (including any day “T”), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

**Supervisor** means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

**Supervisor Recommended Rate** means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate; and

**Temporary Disruption Trigger** means, in respect of any Applicable Benchmark Rate which is required for any determination:

- (a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or
- (b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate

## **9.7 Linear Interpolation**

If the Pricing Supplement states that "Linear Interpolation" applies to an Interest Period, the Interest Rate for that Interest Period will be determined through the use of straight line interpolation by reference to two ISDA Rates, Screen Rates, BBSW Rates or other floating rates specified in the Pricing Supplement. The first rate must be determined as if the Interest Period were the period of time for which rates are available next shorter than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement). The second rate must be determined as if the Interest Period were the period of time for which rates are available next longer than the length of the Interest Period (or any alternative Interest Period specified in the Pricing Supplement).

## Part 5      **General interest provisions**

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### **10      General provisions applicable to interest**

#### **10.1      Maximum or Minimum Interest Rate**

If the Pricing Supplement specifies a “Maximum Interest Rate” or “Minimum Interest Rate” for any Interest Period then, the Interest Rate for the Interest Period must not be greater than the maximum, or be less than the minimum, so specified and, in respect of a Floating Rate Note, if the Interest Rate calculated by the Calculation Agent in accordance with these Conditions and the relevant Pricing Supplement is greater than the Maximum Interest Rate or less than the Minimum Interest Rate so specified in that Pricing Supplement, the Maximum Interest Rate or the Minimum Interest Rate, as applicable, will apply for that Interest Period. If no Minimum Interest Rate is specified it shall be zero.

#### **10.2      Calculation of Interest Rate and interest payable**

- (a)      The Calculation Agent must, in relation to each Interest Period for each Floating Rate Note:
  - (i)      calculate the Interest Rate in accordance with these Conditions and the Pricing Supplement; and
  - (ii)     as soon as practicable after determining the Interest Rate, calculate the amount of interest payable for the Interest Period in respect of the outstanding principal amount of that Note.
- (b)      Unless otherwise specified in the Pricing Supplement, the amount of interest payable is calculated by multiplying the product of the Interest Rate for the Interest Period and the outstanding principal amount of the Note by the applicable Day Count Fraction.
- (c)      The rate determined by the Calculation Agent must be expressed as a percentage rate per annum.

#### **10.3      Calculation of other amounts**

If the Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent must, as soon as practicable after the time at which that amount is to be determined, calculate the amount in the manner specified in the Pricing Supplement.

#### **10.4      Notification of Interest Rate, interest payable and other items**

- (a)      The Calculation Agent must notify the Issuer, the Note Trustee, the Registrar, the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded of:
  - (i)      each Interest Rate, the amount of interest payable and each other amount, item or date calculated or determined by it together with the Interest Payment Date; and
  - (ii)     any amendment to any amount, item or date referred to in paragraph (i) arising from any extension or reduction in any Interest Period or calculation period.
- (b)      The Calculation Agent must give notice under this Condition 10.4 as soon as practicable after it makes its determination. However, it must give notice of each Interest Rate, the amount of interest payable and each Interest Payment Date by the fourth day of the Interest Period.

- (c) The Calculation Agent may amend its determination of any amount, item or date (or make appropriate alternative arrangements by way of adjustment) as a result of the extension or reduction of the Interest Period or calculation period without prior notice but must notify the Issuer, the Note Trustee, the Registrar, the Noteholders, each other Agent and each stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded after doing so.

#### **10.5 Determination final**

The determination by the Calculation Agent of all amounts, rates and dates falling to be determined by it under these Conditions is, in the absence of wilful default, bad faith or manifest or proven error, final and binding on the Issuer, the Note Trustee, the Registrar, each Noteholder and each other Agent.

#### **10.6 Rounding**

For the purposes of any calculations required under these Conditions (unless otherwise specified in the Pricing Supplement):

- (a) all percentages resulting from the calculations must be rounded, if necessary, to the nearest four decimal points (with 0.00005 per cent. being rounded up to 0.0001 per cent.);
- (b) all figures resulting from the calculations must be rounded to four decimal places (with 0.00005 being rounded up to 0.0001); and
- (c) all amounts that are due and payable must be rounded (with halves being rounded up) to:
  - (i) in the case of Australian dollars, one cent; and
  - (ii) in the case of any other currency, the lowest amount of that currency available as legal tender in the country of that currency.

## Part 6 Redemption and purchase

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### 11 Redemption and purchase

#### 11.1 Scheduled redemption

Each Note must be redeemed by the Issuer on the Maturity Date at its Redemption Amount unless:

- (a) the Note has been previously redeemed;
- (b) the Note has been purchased and cancelled; or
- (c) the Pricing Supplement states that the Note has no fixed Maturity Date.

#### 11.2 Purchase

The Issuer and any of its Related Bodies Corporate may at any time purchase Notes in the open market or otherwise and at any price. If purchases are made by tender, tenders must be available to all Noteholders equally but subject to applicable law or directive. Notes purchased under this Condition 11.2 may be held, resold or cancelled at the discretion of the purchaser and, if the Notes are to be cancelled, the Issuer, subject in all cases to compliance with any applicable laws or directives. The Issuer will not be entitled to vote at any meeting of Noteholders in relation to Notes it, or any of its Related Bodies Corporate, holds.

#### 11.3 Early redemption for taxation reasons

The Issuer may redeem all (but not some) of the Notes of a Series in whole before their Maturity Date at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date if the Issuer is required to pay an Additional Amount in respect of a Note.

However, the Issuer may only do so if:

- (a) the Issuer has given at least 30 days' (and no more than 45 days') notice to the Note Trustee, the Registrar, the Noteholders, each other Agent and any stock exchange or other relevant authority on which the Notes are listed;
- (b) before the Issuer gives notice of the proposed redemption under paragraph (a), the Registrar has received:
  - (i) a certificate signed by two Authorised Representatives of the Issuer; and
  - (ii) an opinion of reputable legal advisers of recognised standing in the jurisdiction of incorporation of the Issuer,

confirming that it would be required to pay an Additional Amount on the next payment due in respect of the Notes;

- (c) in the case of Fixed Rate Notes, no notice of redemption is given earlier than 90 days before the earliest date on which the Issuer would be obliged to pay Additional Amounts; and
- (d) in the case of Floating Rate Notes:
  - (i) the proposed redemption date is an Interest Payment Date; and
  - (ii) no notice of redemption is given earlier than 60 days before the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay Additional Amounts.

*The following Condition 11.4 applies to the Notes only if the Pricing Supplement states that it applies.*

**11.4 Early redemption at the option of the Issuer (Issuer call)**

If the Pricing Supplement states that the Issuer may redeem all or some of the Notes of a Series before their Maturity Date under this Condition 11.4, the Issuer may redeem so many of the Notes specified in the Pricing Supplement at the Redemption Amount and any interest accrued on it to (but excluding) the redemption date.

However, the Issuer may only do so if:

- (a) the amount of Notes to be redeemed is, or is a multiple of, their denomination specified in the relevant Pricing Supplement;
- (b) the Issuer has given at least 15 days' (and no more than 30 days') or any other period specified in the Pricing Supplement notice to the Note Trustee, the Registrar, the Noteholders, each other Agent and any stock or securities exchange or other relevant authority on which the Notes are listed, quoted and/or traded;
- (c) the proposed redemption date is an Early Redemption Date (Call) specified in the Pricing Supplement; and
- (d) any other condition specified in the Pricing Supplement is satisfied.

*The following Condition 11.5 applies to the Notes only if the Pricing Supplement states that it applies.*

**11.5 Early redemption at the option of Noteholders (Noteholder put)**

If the Pricing Supplement states that a Noteholder may require the Issuer to redeem all or some of the Notes of a Series held by that Noteholder before their Maturity Date under this Condition 11.5, the Issuer must redeem the Notes specified by the Noteholder at the Redemption Amount and any interest accrued on it to (but excluding) the date of redemption if the following conditions are satisfied:

- (a) the amount of Notes to be redeemed is, or is a multiple of, their Denomination;
- (b) the Noteholder has given at least 30 days' (and no more than 60 days') or any other period specified in the Pricing Supplement notice to the Issuer, the Note Trustee, the Registrar and each other Agent by delivering to the Specified Office of the Registrar during normal business hours a completed and signed redemption notice in the form obtainable from the Specified Office of the Registrar together with any evidence the Registrar may require to establish title of the Noteholder to the Note;
- (c) the notice referred to in paragraph (b) specifies an account in the country of the currency in which the Note is denominated to which the payment should be made or an address to where a cheque for payment should be sent;
- (d) the proposed redemption date is an Early Redemption Date (Put) as specified in the Pricing Supplement; and
- (e) any other conditions specified in the Pricing Supplement are satisfied.

A Noteholder may not require the Issuer to redeem any Note under this Condition 11.5 if the Issuer has given notice that it will redeem the Note under Condition 11.3 ("Early redemption for taxation reasons") or Condition 11.4 ("Early redemption at the option of the Issuer (Issuer call)").

## 11.6 Common Prepayment Events

(a) If a Common Prepayment Event occurs, the Issuer will give written notice to the Note Trustee referring to this Condition 11.6 and giving reasonable detail of the Common Prepayment Event and:

(i) setting out the Available Proportion. The “**Available Proportion**” will be the proportion of the Common Prepayment Proceeds which is equal to the proportion borne by;

(A) the principal amount outstanding of all Notes; to

(B) the aggregate of:

(1) in relation to Senior Financial Indebtedness that is not a “Note” (as defined in the Intercreditor Deed) and where the terms of such Senior Financial Indebtedness have a corresponding Common Prepayment Event, the principal outstanding in respect of such Senior Financial Indebtedness;

(2) in relation to Senior Financial Indebtedness that is a “Note” (as defined in the Intercreditor Deed) and where the terms of such Senior Financial Indebtedness have a corresponding Common Prepayment Event, the aggregate “Redemption Amount” (as defined in the Intercreditor Deed) of such “Notes”; and

after deducting any close-out amount (howsoever defined in a Hedging Agreement (as defined in the Intercreditor Deed)) that the Issuer is required to pay under any Hedging Agreements where the Issuer unwinds hedging that is no longer required as a result of the relevant Common Prepayment Event up to the amount necessary to ensure compliance with the Issuer’s treasury hedging policy.

For the purposes of calculating the Available Proportion as of any date, the relevant amount of any Senior Financial Indebtedness denominated in a currency other than Australian Dollars shall be deemed to be the equivalent amount in Australian Dollars calculated by the Issuer using rates of exchange reasonably selected by the Issuer.

For the avoidance of doubt, in calculating the Available Proportion, the Issuer shall take into account any interest or other amounts payable by the Issuer in connection with an early redemption under this Condition and/or a corresponding provision of another ICD Finance Document, so that the maximum amount payable in respect of a Common Prepayment Event is the Common Prepayment Proceeds;

(ii) setting out a Redemption Date. The “**Redemption Date**” will be a Business Day which is not less than 30 days and not more than 60 days after the date of such notice, but in no event later than the date on which any payment or prepayment with respect to such Common Prepayment Proceeds is to be made with respect to any other Senior Financial Indebtedness;

(iii) offering to redeem on the Redemption Date the Rateable Amount of each Note together with interest accrued thereon to but excluding the date of redemption. The “**Rateable Amount**” will be determined by dividing the Available Proportion by the number of Notes (with any adjustments to reflect different denominations as required) and taking into account the interest accrued thereon to but excluding the date of redemption, so that the maximum amount payable by the Issuer under this Condition is the Available Proportion; and

- (iv) setting out the Response Date. The “**Response Date**” will be a date at least three Business Days prior to the Redemption Date, or any closer date to the Redemption Date if the Redemption Date is within three Business Days of the notice.
- (b) The Note Trustee will promptly provide a copy of the notice to the Noteholders.
- (c) Each Noteholder may notify the Issuer of such Noteholder’s acceptance or rejection of such offer by giving written notice of such acceptance or rejection to the Issuer on or before the Response Date. The failure by a Noteholder to respond to such offer in writing on or before the Response Date will be deemed to be a rejection of such offer.
- (d) If a Noteholder accepts such offer, the Issuer will, on the Redemption Date, pay to the Noteholder the Rateable Amount of each Note held by that Noteholder together with interest accrued thereon to but excluding the date of redemption. The principal amount of each such Note will be taken to be reduced by the Rateable Amount.
- (e) If a Noteholder rejects or is deemed to have rejected any offer, the Obligors may utilise or apply the unapplied Available Proportion at their discretion.

In this Condition 11.6, the following terms have the following meanings:

**Common Prepayment Event** means, and shall be deemed to have occurred, at any time that any Obligor or agent acting on behalf of any Obligor shall be in receipt of Common Prepayment Proceeds;

**Common Prepayment Proceeds** means the financial component of compensation paid by a Government Agency as a result of all or substantially all of the assets of the Relevant Entities, taken as a whole, being resumed or compulsorily acquired by a Government Agency (or an order is made in relation to such action), in each case, which are required, pursuant to a Primary Lending Agreement, to be applied towards redemption or prepayment of any Senior Financial Indebtedness.

**ICD Finance Documents** means the Finance Documents (as defined in the Intercreditor Deed);

**ICD Senior Finance Documents** means the ICD Finance Documents, other than the ICD Finance Documents of any Junior Beneficiary (as defined in the Intercreditor Deed);

**Primary Lending Agreement** means, at any time, the agreement, deed or instrument which governs Senior Financial Indebtedness incurred by an Obligor in the form of loans (“**lending agreement**”), as amended, restated, supplemented or otherwise modified from time to time and which is the largest lending agreement at that time. The largest lending agreement will be determined by reference to the total commitments (however defined) which are subject to the lending agreement; and

**Senior Financial Indebtedness** means at any time, all outstanding Financial Indebtedness incurred by the Obligors under the ICD Senior Finance Documents.

## 11.7 Partial redemptions

If only some of the Notes are to be redeemed under Condition 11.4 (“Early redemption at the option of the Issuer (Issuer call)”), the Notes to be redeemed must be specified in the notice and selected:

- (a) in a fair and reasonable manner under the circumstances of the proposed redemption and having regard to prevailing market practice; and
- (b) in compliance with any applicable laws or directive and the requirements of any applicable Clearing System and stock or securities exchange or other relevant authority on which the Notes are listed.

### 11.8 Effect of notice of redemption

Any notice of redemption given by the Issuer or a Noteholder under this Condition 11 (“Redemption and purchase”) is irrevocable.

### 11.9 Calculation of Early Redemption Amounts

Unless otherwise specified, the Redemption Amount payable on redemption at any time before the Maturity Date of a Note is an amount equal to the sum of the outstanding principal amount and interest (if any) accrued on it.

### 11.10 Late payment

If an amount payable is not paid under this Condition 11 (“Redemption and purchase”) when due, then interest continues to accrue on the unpaid amount (both before and after any demand or judgment) at the default rate specified in the Pricing Supplement (or, if no default rate is specified, the last applicable Interest Rate) until the date on which payment is made to the Noteholder.

### 11.11 Clean-up Call

- (a) If a Clean Up Condition subsists, the Issuer may redeem all (but not some) of the Notes whole before their Maturity Date at the aggregate Redemption Amount being par plus accrued interest for the Notes being so redeemed.
- (b) The Issuer may only redeem a Note under paragraph (a) if:
  - (i) the proposed redemption date nominated by the Issuer is a scheduled Interest Payment Date; and
  - (ii) the Issuer has given at least 14 days’ (and not more than 40 days’) prior notice of the redemption to the Note Trustee, the Registrar, the relevant Noteholders, each Agent and, if listed, the stock or securities exchange or other relevant authority on which the Notes are listed.
- (c) In this Condition 11.11, “**Clean Up Condition**” means, in respect of a Series, that, at any time, the aggregate outstanding principal amount of the Notes of that Series that have not been redeemed is less than 10% of the aggregate outstanding principal amount of all of the Notes issued under that Series.

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## 12 Events of default

### 12.1 Events of Default

An Event of Default occurs in relation to a Series of Notes if:

- (a) **non-payment:** the Issuer fails to pay any amount payable by it in respect of the Notes in that Series within 5 Business Days of its due date for payment;
- (b) **other obligations:** the Issuer breaches, or fails to fully observe or perform, any of its obligations or undertakings under the Notes in that Series or any Note Document for that Series (other than the obligations and undertakings referred to in Condition 12.1(a)) and if the breach or failure is capable of remedy (or its consequences are capable of being overcome), the breach or failure is not remedied (or its consequences are not overcome) by the date 30 days after the date the Issuer receives notice requiring remedy of the breach or failure from the Note Trustee;
- (c) **cross acceleration:** under the terms of any Senior Financial Indebtedness of an Obligor, an amount greater than A\$125,000,000 (or its equivalent) becomes due and

repayable before its scheduled maturity by reason of an event of default (howsoever described) or is not satisfied when due or within any originally applicable grace period;

- (d) **Main Lease:** the Lessor terminates the Main Lease or the Main Lease becomes void, voidable, unenforceable or of limited force and effect against the Lessor;
- (e) **Major Authorisation:** in respect of a Major Authorisation which is required for the Obligors to perform the Core Business:
  - (i) such Major Authorisation is repealed, revoked or terminated or expires;
  - (ii) all rights of review and appeal that the Group members may have in respect of that occurrence have been exhausted or have expired; and
  - (iii) such Major Authorisation is not reinstated or replaced by another Authorisation within 90 days that permits the Obligors to continue to perform the Core Business;
- (f) **compulsory acquisition:** all of substantially all of the assets of the Relevant Entities, taken as a whole, are resumed or compulsorily acquired by a Government Agency (or an order is made in relation to such action) other than where reasonable compensation has been paid or offered by the relevant Government Agency;
- (g) **cessation of business:** the Obligors (taken as a whole) suspend, cease to carry on or dispose of all or substantially all of the Core Business;
- (h) **insolvency:** an Insolvency Event occurs in relation to a Relevant Entity;
- (i) **enforcement of Security:** any Security Interest under a Security is enforced;
- (j) **invalidity:** any Finance Document for that Series becomes invalid, void, voidable, illegal, unenforceable or of limited force and effect in any material respect as against a Relevant Entity and:
  - (i) in the case of the Security, this has or is reasonably likely to have a material adverse impact (from the perspective of the Note Trustee) on the binding nature, priority or effectiveness of the Security; and
  - (ii) in any case, the relevant Finance Document (or relevant provision) is not replaced by a valid and enforceable replacement document (or provision) on substantially the same terms within 30 days of the Note Trustee giving notice to the Issuer;
- (k) **Relevant Trust:** any of the following occurs:
  - (i) a Relevant Entity ceases to be the trustee of the Relevant Trust or a resolution is passed to remove that Relevant Entity as trustee of the Relevant Trust or to appoint another person as trustee of the Relevant Trust, unless the trustee is replaced with another Relevant Entity within 20 Business Days;
  - (ii) a resolution is passed or an order is made for the winding up of a Relevant Trust or a Relevant Trust terminates by the passage of time or otherwise;
  - (iii) an application or order is sought or made in any court for property of a Relevant Trust to be brought into court or administered by the court or under its control which is not dismissed within 20 Business Days;
  - (iv) the beneficiaries of the Relevant Trust resolve to wind up the Relevant Trust or the trustee of the Relevant Trust is required to wind up the Relevant Trust under the Relevant Trust Deed governing the Relevant Trust or applicable law, or the winding up of the Relevant Trust commences;

- (v) a Relevant Trust is held or is conceded by the trustee of the Relevant Trust not to have been constituted or to have been imperfectly constituted and it is not remedied or the trustee is not replaced with another Relevant Entity within 20 Business Days;
  - (vi) the trustee of a Relevant Trust ceases to be authorised under the Relevant Trust Deed governing the Relevant Trust to hold the property of the Relevant Trust in its name and to perform its obligations under the Finance Documents to which it is a party and it is not remedied or the trustee is not replaced with another Relevant Entity within 20 Business Days; or
  - (vii) the trustee of a Relevant Trust ceases to be entitled to be indemnified out of the assets of the Relevant Trust in respect of its obligations under the Finance Documents to which it is a party or to have a lien over them; or
- (l) **Relevant Partnership:** any of the following occurs:
- (i) a Relevant Partnership is held or conceded not to have been constituted;
  - (ii) a resolution is passed or an order is made for the winding up or dissolution of a Relevant Partnership or a Relevant Partnership is wound up or dissolved or
  - (iii) the Relevant Partnership ceases to hold the Relevant Partnership Property.

## 12.2 Consequences of an Event of Default

If the Note Trustee is notified or otherwise has knowledge of an Event of Default which is subsisting, the Note Trustee must, subject to clause 14.2 (“Note Trustee may give certain waivers and make certain determinations”) of the Note Trust Deed and subject to the Intercreditor Deed:

- (a) give a “Default Notice” under and as defined in clause 10.4 (“Notice of Event of Default and appointment of administrator”) of the Intercreditor Deed to the Intercreditor Agent;
- (b) convene a meeting of the Noteholders; and
- (c) if and only if so directed by Noteholders holding more than 25% of the principal amount of the Notes of a Series (which will be an “Instructing Group” for the purposes of the Intercreditor Deed) and if permitted to do so in accordance with the Intercreditor Deed:
  - (i) by written notice (“**Acceleration Notice**”), declare in respect of that Series the Redemption Amount (together with all accrued interest and all other amounts payable under each Note of that Series) to be due and payable immediately or on such other date specified in the notice;
  - (ii) give written notice to the Intercreditor Agent of the delivery of the Acceleration Notice in accordance with clause 10.6 (“Decisions in respect of Enforcement Action”) of the Intercreditor Deed;
  - (iii) give an instruction to the Intercreditor Agent under clause 10.4(b) (“Notice of Event of Default and appointment of administrator”) of the Intercreditor Deed; and/or
  - (iv) give an instruction to take “Enforcement Action” as defined in the Intercreditor Deed under the Security to the Intercreditor Agent under clause 10.6 (“Decisions in relation to Enforcement Action”) of the Intercreditor Deed.

### **12.3 Notification**

If an Event of Default occurs (or would, with the lapse of time, giving of notice or satisfaction of any other condition, occur), the Issuer must promptly after becoming aware of it notify the Note Trustee of the occurrence of the Event of Default (specifying details of it).

### **12.4 No individual enforcement**

- (a) Subject to paragraph (b), the Noteholders hold all rights through the Note Trust (as defined in the Note Trust Deed) and do not have any direct rights to enforcement against the Issuer.
- (b) A Noteholder may enforce its rights directly against the Issuer if the Note Trustee, having become bound to do so, fails to enforce its rights against the Issuer within a reasonable period.

### **12.5 Action by the Note Trustee for Event of Default**

The Note Trustee:

- (a) is under no obligation to monitor or make enquiries as to whether an Event of Default has occurred;
- (b) will rely only on the direction of the Noteholders, notification by the Intercreditor Agent or the Security Trustee or notification by the Issuer in determining whether an Event of Default has occurred, and the Note Trustee is not to be regarded as having knowledge of the occurrence of an Event of Default in the absence of such direction or notification;
- (c) must promptly notify the Noteholders if it becomes aware of the occurrence of an Event of Default under paragraph (b) above;
- (d) will rely only on the direction of the Noteholders in determining whether to declare the Redemption Amount due and payable in accordance with Condition 12.2 ("Consequences of an Event of Default");
- (e) is not (in the absence of negligence, fraud or wilful misconduct by the Note Trustee or any of its Related Bodies Corporate or any of their respective officers, agents, employees or delegates) responsible to the Issuer or any other party for the consequences of any action it takes, upon the instructions of the Noteholders or pursuant to an Extraordinary Resolution, Special Quorum Resolution or an Ordinary Resolution; and
- (f) is not taken to have knowledge or to be aware of the passing of an Extraordinary Resolution, Special Quorum Resolution or an Ordinary Resolution referred to in paragraph (e) unless:
  - (i) it has convened or attended the meeting at which such resolution was passed;
  - (ii) it receives a copy of such resolution certified as true and correct by the chairman of the meeting at which such resolution was passed; or
  - (iii) in the case of such a resolution passed in writing, it has been presented with the instrument or instruments by which the resolution was passed for entry into the minute books.

## Part 7 Payments

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### 13 General provisions

#### 13.1 Summary of payment provisions

Payments in respect of the Notes will be made in accordance with Condition 14 (“Payments on Notes”).

#### 13.2 Payments subject to law

All payments are subject to applicable law, but without prejudice to the provisions of Condition 15 (“Taxation”).

#### 13.3 Payments on Business Days

If a payment:

- (a) is due on a Note on a day which is not a Business Day then the due date for payment will be adjusted in accordance with the applicable Business Day Convention; or
- (b) is to be made to an account on a Business Day on which banks are not open for general banking business in the place in which the account is located, then the due date for payment will be the first following day on which banks are open for general banking business in that place,

and in either case, the Noteholder is not entitled to any additional payment in respect of that delay unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue in accordance with these Conditions.

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### 14 Payments on Notes

#### 14.1 Payment of principal

Payments of the principal in respect of a Note will be made to each person registered at 10.00 am (Sydney time) on the payment date as the holder of a Note.

#### 14.2 Payment of interest

Payments of interest in respect of a Note will be made to each person registered at the close of business on the Record Date as the holder of that Note.

#### 14.3 Payments to accounts

Payments in respect of the Note will be made in Australia, unless prohibited by law, and:

- (a) if the Note is held in the Austraclear System, by crediting on the payment date, the amount due to:
  - (i) the account of Austraclear (as the Noteholder) in Australia previously notified to the Issuer and the Registrar; or
  - (ii) if requested by Austraclear, the accounts in Australia of the persons in whose Security Record (as defined in the Austraclear Regulations) a Note is recorded as previously notified by Austraclear to the Issuer and the Registrar in accordance with Austraclear Regulations; and

- (b) if the Note is not held in the Austraclear System, by crediting on the payment date, the amount then due under each Note to an account in the relevant jurisdiction or financial centre for the currency in which the payment is made previously notified by the Noteholder to the Issuer and the Registrar.

If a payment in respect of the Note is prohibited by law from being made in Australia, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferable at the order of the payee.

#### **14.4 Payments by cheque**

If a Noteholder has not notified the Registrar of an account to which payments to it must be made by the close of business on the Record Date, payments in respect of the Note will be made in the relevant jurisdiction or financial centre for the currency in which the payment is made by cheque drawn on a bank in that jurisdiction or financial centre sent by prepaid post on, or on the Business Day immediately before, the payment date, at the risk of the registered Noteholder, to the Noteholder (or to the first named joint holder of the Note) at its address appearing in the Register at the close of business on the Record Date. Cheques sent to the nominated address of a Noteholder are taken to have been received by the Noteholder on the payment date and, no further amount is payable by the Issuer in respect of the Notes as a result of the Noteholder not receiving payment on the due date.

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## **15 Taxation**

### **15.1 No set-off, counterclaim or deductions**

All payments in respect of the Notes must be made in full without set-off or counterclaim, and without any withholding or deduction in respect of Taxes, unless required by law or made under or in connection with, or in order to ensure compliance with FATCA.

### **15.2 Additional amounts**

Subject to Condition 15.3 (“Exceptions to payment of additional amounts”), if a law requires the Issuer or (as the case may be) a Guarantor to withhold or deduct an amount in respect of Taxes from a payment in respect of the Notes or the Guarantee of the Notes such that the Noteholder would not actually receive on the due date the full amount provided for under the Notes, then:

- (a) the Issuer agrees to withhold or deduct the amount for the Taxes (and any further withholding or deduction applicable to any further payment due under paragraph (b) below); and
- (b) if the amount deducted or withheld is in respect of Taxes imposed by a Relevant Tax Jurisdiction or any authority therein or thereof having power to tax, the Issuer or (as the case may be) a Guarantor shall pay such additional amounts as may be necessary so that, after making the deduction and any further deductions applicable to additional amounts payable under this Condition 15.2, each Noteholder is entitled to receive (at the time a payment is due) the amount it would have received if no such deductions or withholdings had been required to be made.

### **15.3 Exceptions to payment of additional amounts**

No Additional Amounts are payable under Condition 15.2(b) (“Additional amounts”) in respect of any Notes:

- (a) to, or to a third party on behalf of, a Noteholder who is liable to such Taxes in respect of such Notes by reason of that person having some connection with a Relevant Tax Jurisdiction other than the mere holding of such Notes or receipt of payment in respect of the Notes provided that a Noteholder shall not be regarded as having a connection

with Australia for the reason that the Noteholder is a resident of Australia within the meaning of the Australian Tax Act where, and to the extent that, such taxes are payable by reason of section 128B(2A) of the Australian Tax Act;

- (b) to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such Taxes by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or similar case for exemption to any tax authority;
- (c) to, or to a third party on behalf of, a Noteholder who is an Offshore Associate of the Issuer and not acting in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme within the meaning of the Corporations Act;
- (d) to, or to a third party on behalf of an Australian resident Noteholder or a non-resident Noteholder, if that Noteholder has not supplied an appropriate tax file number, an Australian business number (if applicable) or other exemption details;
- (e) to, or to a third party on behalf of, a Noteholder where the withholding or deduction is required by reason of the Australian Commissioner of Taxation giving a notice under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia;
- (f) presented for payment (to the extent that presentation is required) or otherwise arranging to receive payment more than 30 days after the relevant payment date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment (to the extent that presentation is required), or otherwise arranging to receive payment, on the thirtieth such day;
- (g) to, or to a third party on behalf of, a Noteholder in respect of a Tax imposed on or calculated having regard to, the net income of the person;
- (h) to, or to a third party on behalf of, a Noteholder in respect of any estate, inheritance, gift, sale, transfer, personal property, or similar tax, duty, assessment or governmental charge;
- (i) to a Noteholder that is not the beneficial owner of such Note to the extent that the beneficial owner thereof would not have been entitled to the payment of such Additional Amounts had such beneficial owner been the Noteholder;
- (j) where such withholding or deduction is made under or in connection with, or in order to ensure compliance with FATCA (as withheld or deducted by the Issuer, an Agent or any other party); or
- (k) in such other circumstances as may be specified in the Pricing Supplement.

#### **15.4 Stamp taxes**

The Issuer is not required to pay, or reimburse the Note Trustee or any Noteholder for, any stamp duty (or any interest, fines, penalties or expenses in connection with it) assessed or payable in connection with any transfer or redemption of any Notes. The relevant Noteholder must pay that stamp duty (and any interest, fines, penalties and expenses in connection with it).

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#### **16 Time limit for claims**

A claim against the Issuer for a payment under a Note is void unless made within 10 years (in the case of principal) or 5 years (in the case of interest and other amounts) from the date on which payment first became due.

## **Part 8      General**

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### **17      Agents**

#### **17.1      Role of Agents**

In acting under an Agency Agreement, each Agent acts solely as agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for or with any Noteholder except that, any funds received by an applicable Agent may, pending their application in accordance with the relevant Agency Agreement, be held by such Agent on trust for the benefit of the persons entitled to them.

#### **17.2      Appointment and replacement of Agents**

Each initial Agent for a Series of Notes is specified in the Pricing Supplement. Subject to Condition 17.4 (“Required Agents”), the Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor.

#### **17.3      Change of Agent**

Notice of any change of an Agent or its Specified Office must promptly be given to the Noteholders by the Issuer or the Agent on its behalf.

#### **17.4      Required Agents**

The Issuer must, in respect of each Series of Notes:

- (a) at all times during which Notes are outstanding, maintain a Registrar; and
- (b) if a Calculation Agent is specified in the Pricing Supplement, at all times maintain a Calculation Agent.

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### **18      Meetings of Noteholders**

The Meeting Provisions contain provisions for convening meetings of the Noteholders of any Series to consider any matter affecting their interests, including any variation of these Conditions by Ordinary Resolution, Extraordinary Resolution or Special Quorum Resolution. The Issuer will not be entitled to vote at any meeting of Noteholders in relation to any Notes it holds.

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### **19      Variation**

#### **19.1      Variation with consent**

Unless expressly provided otherwise in these Conditions or the Note Trust Deed, or if Condition 19.2 (“Variation without consent”) applies, any Condition may be varied by the Issuer in accordance with the Meetings Provisions.

#### **19.2      Variation without consent**

Any Condition or the Note Trust Deed may be amended by agreement between the Issuer and the Note Trustee without the consent of the Noteholders if, in the reasonable opinion of the Note Trustee, the amendment:

- (a) is of a formal, minor, administrative or technical nature;
- (b) is made to correct a manifest error;

- (c) is made to cure any ambiguity or correct or supplement any defective or inconsistent provision and, in the reasonable opinion of the Issuer, is not materially prejudicial to the interests of the Noteholders;
- (d) is to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated;
- (e) is made to give effect to any successor rate or alternative rate for the BBSW Rate as provided in Condition 9.6 (“BBSW Rate determination”); or
- (f) only applies to Notes issued by it after the date of amendment.

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## **20 Further issues**

The Issuer may from time to time, without the consent of the Note Trustee or the Noteholders, create and issue further Notes having the same Conditions as the Notes of any Series in all respects (or in all respects except for the Issue Price, the Issue Date and the first payment of interest) so as to form a single series with the Notes of that Series.

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## **21 Notices**

### **21.1 Notices to Noteholders**

A notice or other communication to a Noteholder in connection with a Note must be in writing and may be given by:

- (a) an advertisement published in the *Australian Financial Review*, *The Australian* or any other newspaper or newspapers circulating in Australia generally or, if an additional or alternate newspaper is specified in the relevant Pricing Supplement, that newspaper;
- (b) prepaid post (airmail if posted to or from a place outside Australia) or delivery by facsimile or email to the address or facsimile or email address, as the case may be, of the Noteholder as shown in the Register at 5.00pm (local time in the place where the Register is kept) 3 Business Days before the dispatch of the relevant notice or communication; or
- (c) a notice posted on an electronic service generally accepted for notices of that type.

In addition, for so long as Notes are held on behalf of a Clearing System, notices or communications to Noteholders may also be given by delivery to that Clearing System for communication by it to the Noteholders in accordance with the applicable rules and regulations of that Clearing System (including, in the case of the Austraclear System, the Austraclear Regulations). Any such communication shall be deemed to have been given to the Noteholders on the day on which the said notice was given to the relevant Clearing System.

### **21.2 Notices to the Issuer, the Note Trustee and the Agents**

All notices and other communications to the Issuer, the Note Trustee or an Agent must be in writing and may be given by:

- (a) prepaid post (airmail, if appropriate) to or left at, the Specified Office of the Issuer, the Note Trustee or the Agent;
- (b) facsimile to the relevant facsimile number specified in the “Directory” section of the Information Memorandum or any other facsimile number notified to Noteholders from time to time; or

- (c) email to the relevant email address specified in the “Directory” section of the Information Memorandum or any other email address notified to Noteholders from time to time.

### **21.3 When effective**

A notice or other communication is regarded as given and received (and regarded as effective):

- (a) if it is delivered or sent by facsimile:
  - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day,

provided that the machine from which it is sent produces a report that states that it was sent in full, unless the recipient has notified the sender that it has not received all pages in legible form;

- (b) if it is sent by mail:
  - (i) within Australia – 3 Business Days after posting;
  - (ii) to or from a place outside Australia – 7 Business Days after posting;
  - (iii) in the case of publication – the date of such publication; or
  - (iv) in the case of an electronic service – on the date posted on such electronic service; and
- (c) if it is sent by email – the earlier of:
  - (i) the time the sender receives an automated message (other than an “out of the office” message or a message accompanied by an “out of the office” message) confirming delivery to:
    - (A) in the case of a recipient party with one email address applicable to it, that email address; or
    - (B) in the case of a recipient party with more than one email address applicable to it, any one such email address; or
  - (ii) the time the recipient receives the email in legible form.

### **21.4 Receipt outside business hours**

Notwithstanding Condition 21.3 (“When effective”), if communications are received or taken to be received after 5.00 pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00 am on the next Business Day and take effect from that time unless a later time is specified

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## **22 Governing law**

### **22.1 Governing law**

The Notes are governed by, and construed in accordance with, the law in force in New South Wales, Australia.

## **22.2 Jurisdiction**

The Issuer irrevocably and unconditionally submits, and each Noteholder is taken to have submitted, to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them. The Issuer waives any right it has to object to an action being brought in those courts of New South Wales including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

## **22.3 Serving documents**

Without preventing any other method of service, any document in any action may be served on the Issuer or a Noteholder by being delivered or left at their registered office or address or principal place of business.

# Form of Pricing Supplement

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*The Pricing Supplement to be issued in respect of each Tranche of Notes will be substantially in the form set out below.*

**[MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No. 1286/2014 (as amended the “**PRiIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRiIPs Regulation.]

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA[.] / [; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRiIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRiIPs Regulation.]

**[SINGAPORE SECURITIES AND FUTURES ACT PRODUCT CLASSIFICATION** – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act 2001 of Singapore (as modified or amended from time to time) (the “**SFA**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA) that the Notes are “prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]

## **Pricing Supplement**

Series No.: [●]

Tranche No.: [●]



**Ausgrid Finance Pty Ltd**  
(ABN 14 615 343 005)

**A\$[●] Medium Term Note Programme**

**guaranteed by certain of its related entities**

Issue of  
**[A\$[●]]**  
**[Fixed Rate/Floating Rate] Notes due [●]**  
**(“Notes”)**

The date of this Pricing Supplement is [●].

This Pricing Supplement (as referred to in the Information Memorandum dated [●] (“**Information Memorandum**”) in relation to the above Programme) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with the terms and conditions of the Notes contained in the Information Memorandum (“**Conditions**”), the Information Memorandum and the Note Trust Deed dated [●] between the Issuer and the Note Trustee (“**Note Trust Deed**”). If there is any inconsistency between the Information Memorandum and this Pricing Supplement, this Pricing Supplement prevails.

Unless otherwise indicated, terms defined in the Conditions have the same meaning when used in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

- 1 Issuer: Ausgrid Finance Pty Ltd  
(ABN 14 615 343 005)
- 2 Guarantors: As described in the Information Memorandum.

3	Type of Issue:	[Insert "Syndicated Issue" or "Private Issue" as applicable]
4	Lead Manager(s):	[Insert name(s) and ABN(s)]
5	Subscribing Dealer(s):	[Insert name(s) and ABN(s)]
6	Note Trustee:	[Insert name and ABN]
7	Registrar:	[Insert name and ABN]
8	[Issuing and Paying Agent / Offshore Agent:]	[If required, insert name and ABN]
9	[Calculation Agent:]	[If required, insert name and ABN]
10	If to form a single Series with an existing Series, specify date on which all Notes of the Series become fungible (if not the Issue Date):	[Details of the existing Series and the date on which the Notes become fungible / Not Applicable]
11	Initial Outstanding Principal Amount of Tranche:	[Insert amount]
12	Specified Currency	[Insert Specified Currency (if any)]
13	Issue Date:	[Insert date]
13A	Trade Date:	[Insert date]
14	Maturity Date:	[Insert date]
15	Issue Price:	[Insert]% of the initial Outstanding Principal Amount [plus accrued interest from [insert date] (in the case of fungible issues or a typical first coupon, if applicable)]
16	Denomination:	[A\$10,000] [ <i>insert denomination</i> ]
17	Status of Notes:	[Secured and unsubordinated obligations of the Issuer.]
18	Type of Notes:	
	(a) Fixed Rate:	[Yes/No]
	(b) Floating Rate:	[Yes/No]
19	If the Notes are Fixed Rate, specify:	Condition 8 ("Fixed Rate Notes") is [Insert either "Applicable" or "Not applicable"]
	(a) Fixed Coupon Amount:	[Insert Fixed Coupon Amount]
	(b) Interest Rate(s):	[Insert fixed rate]% per annum
	(c) Interest Commencement Date:	[Insert either a date or "Issue Date"]
	(d) Interest Payment Dates:	[Insert dates]

- (e) Business Day Convention: [Insert either “Following Business Day Convention”, “Modified Following Business Day Convention”, “Preceding Business Day Convention” or “No Adjustment” or give details of other convention]
- (f) Day Count Fraction: [Insert applicable day count fraction] (if none specified, the Day Count Fraction will be RBA Bond Basis)
- 20 If the Notes are Floating Rate, specify: Condition 9 (“Floating Rate Notes”) is [Insert either “Applicable” or “Not applicable”]
- (a) Interest Commencement Date: [Insert either a date or “Issue Date”]
- (b) Interest Rate: [e.g. The aggregate of the 3 month [BBSW Rate] and the Margin specified below, payable quarterly in arrear. Also specify if [BBSW Rate Determination], ISDA Determination or Screen Rate Determination applies]
- (c) Interest Payment Dates or Specified Period: [Insert dates]
- (d) Business Day Convention: [Insert either “Floating Rate Convention”, “Following Business Day Convention”, “Modified Following Business Day Convention”, “Preceding Business Day Convention”, or “No Adjustment” or give details of other convention]
- (e) Margin: [Insert]% per annum (state if positive or negative)
- (f) Day Count Fraction: [Insert applicable day count fraction] (if none specified, the Day Count Fraction will be Actual/365 (Fixed))
- (g) Minimum/Maximum Interest Rate: [Insert “Not Applicable” or, alternatively, insert “[●]% per annum”]
- (h) Linear Interpolation: [Insert either “Not Applicable” or “Applicable”]
- [If BBSW Rate Determination applies, specify]
- BBSW Rate: As per Condition 9.6 (“BBSW Rate determination”) / specify any variation]
- [If ISDA Determination applies, specify]
- (a) Floating Rate Option: [●]
- (b) Designated Maturity: [●]
- (c) Reset Date: [●]
- [If Screen Rate Determination applies, specify]
- (a) Relevant Financial Centre: [●]

- (b) Relevant Screen Page: [●]
  - (c) Relevant Time: [●]
  - (d) Reference Rate: [●]
  - (e) Reference Banks: [If none are specified, the Reference Banks will be four major banks specified by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate]
  - (f) Interest Determination Date: [●]
- 21 Early Redemption (Issuer call):
- (a) Are the Notes redeemable before their Maturity Date at the option of the Issuer under Condition 11.4 ("Early redemption at the option of the Issuer (Issuer call)"): [Insert either "Yes" or "No"]
  - (b) Early Redemption Date (Call): [Insert]
  - (c) Redemption Amount [Insert]
  - (d) Specify notice period for the exercise of the call option: [Insert]
  - (e) Specify any relevant conditions to exercise of option: [Insert]
- 22 Early Redemption (Noteholder put):
- (a) Are the Notes redeemable before their Maturity Date at the option of the Noteholder under Condition 11.5 ("Early redemption at the option of Noteholders (Noteholder put)"): [Insert either "Yes" or "No"]
  - (b) Early Redemption Date (Put): [Insert]
  - (c) Redemption Amount [Insert]
  - (d) Specify notice period for the exercise of the put option: [Insert]
  - (e) Specify any relevant conditions to exercise of option: [Insert]
- 23 Relevant Financial Centres: [Insert "None" or specify any Relevant Financial Centres]
- 24 Other relevant Conditions: [Insert "None" or specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included.]

25	ISIN:	[Insert]
26	Common Code:	[Insert]
27	Selling and distribution restrictions:	<p>[The selling and distribution restrictions set out in the section entitled “<i>Selling Restrictions</i>” in the Information Memorandum apply in respect of the offer and sale of the Notes.</p> <p>In particular, but without limitation, the Notes may only be offered for issue in Australia where (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act; (ii) such action complies with any applicable laws and directives; (iii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act; and (iv) such action does not require any document to be lodged with ASIC.]</p> <p>[Specify any variation of or additions to the selling and distribution restrictions set out in the Information Memorandum]</p>
28	Singapore Sales to Institutional Investors and Accredited Investors only:	[Applicable / Not Applicable]
29	Listing:	[Insert either “None”, “ASX” or specify details of some other stock exchange]
30	Credit Rating:	[Insert credit rating/Not rated]
31	Clearing system:	<p>[Austraclear / Euroclear / Clearstream / specify any other clearing system]</p> <p>[Interests in the Notes may also be traded through Euroclear and Clearstream as set out on pages [12] and [13] of the Information Memorandum.]</p>
32	Additional information:	[Insert]
33	Public offer test compliant:	It is the Issuer’s intention that this Tranche of Notes will be issued in a manner which will seek to satisfy the “public offer” test set out in section 128F(3) of the Income Tax Assessment Act 1936 of Australia.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

**Signed for and on behalf of  
Ausgrid Finance Pty Ltd**

By: .....

Name:

Authorised Officer:

# Selling Restrictions

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*Pursuant to the Dealer Agreement dated 18 October 2017, as amended and supplemented from time to time (“**Dealer Agreement**”), Notes will be offered by the Issuer through one or more Dealers. The Issuer will have the sole right to accept any such offers to purchase Notes and may reject any such offer in whole or (subject to the terms of such offer) in part. Each Dealer has the right, in its discretion reasonably exercised, to reject any offer to purchase Notes made to it in whole or (subject to the terms of such offer) in part. The Issuer is entitled under the Dealer Agreement to appoint one or more Dealers as a dealer for a particular Tranche of Notes.*

*By its purchase and acceptance of Notes issued under the Dealer Agreement, each Dealer has agreed (or will agree) that it will observe all applicable laws and regulations in any jurisdiction in which it may subscribe for, offer, sell, transfer or deliver Notes, and it will not directly or indirectly offer, sell, resell, re-offer, transfer or deliver Notes or distribute the Information Memorandum, any Pricing Supplement, circular, advertisement or other offering material relating to the Notes in any country or jurisdiction except under circumstances that will result in compliance with these selling restrictions and all applicable laws and regulations.*

*None of the Issuer or any other Obligor or any Holding Entity (or any of their respective affiliates), the Note Trustee, the Security Trustee, the Intercreditor Agent, the Agents nor any Dealer has represented that any Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.*

*Any additional restrictions on the sale and/or distribution of the Notes will be set out in the relevant Pricing Supplement.*

*The following selling restrictions apply to Notes:*

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## **1 General**

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Information Memorandum or any other offering material or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Persons in whose hands this Information Memorandum comes are required by the Issuer and each Dealer to comply with all applicable laws and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver Notes or have in their possession or distribute or publish the Information Memorandum or other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, resale, reoffer or delivery by them of any Notes under any applicable law or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, resales, reoffers or deliveries, in all cases at their own expense, and neither the Issuer nor any Dealer has responsibility for such matters. In accordance with the above, any Notes purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in the Issuer being obliged to register any further prospectus or corresponding document relating to the Notes in such jurisdiction.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, in connection with the primary distribution of the Notes and unless the relevant Pricing Supplement otherwise provides, it will not sell any Note to any person if, at the time of such sale, the employees or officers of the Dealer directly involved in, the sale knew or had reasonable grounds to suspect that such Note or an interest in such Note was being, or would later be, acquired (directly or indirectly) by an associate of the Issuer within the meaning of section 128F(9) of the Income Tax Assessment Act 1936 of Australia and associated regulations (and, where applicable, any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of

Australia), except as permitted in section 128F(5) of the Income Tax Assessment Act 1936 of Australia.

In particular, there are restrictions on the distribution of this Information Memorandum and the offer or sale of Notes in Australia, New Zealand, the United Kingdom, the United States of America, Hong Kong, Japan, Singapore, Korea, Taiwan and Switzerland and a prohibition of sales to European Economic Area and United Kingdom retail investors as set out below.

For the purpose of these selling restrictions, references to:

- a “**directive**” includes a treaty, official directive, request, regulation, guideline or policy (whether or not having the force of law) with which responsible participants in the relevant market generally comply; and
- “**Notes**” include interests or rights in those Notes held in the Austraclear System or any other Clearing System.

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## 2 Australia

The Information Memorandum has not been and, no prospectus or other disclosure document (as defined in the *Corporations Act 2001* of Australia (“**Corporations Act**”)) in relation to the Programme or any Notes has been, or will be, lodged with the Australian Securities and Investments Commission (“**ASIC**”). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that unless the relevant Pricing Supplement (or another supplement to any Information Memorandum) otherwise provides, it:

- (a) has not (directly or indirectly) offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any Notes in or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any Information Memorandum or any other offering material or advertisement relating to any Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or the equivalent in an alternate currency, and in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act;
- (iii) such action complies with all applicable Australian laws and directives; and
- (iv) such action does not require any document to be lodged with ASIC.

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## 3 New Zealand

This Programme is a wholesale programme. No action has been taken to permit the Notes to be directly or indirectly offered or sold to any retail investor, or otherwise under any regulated offer, in terms of the Financial Markets Conduct Act 2013 of New Zealand (“**FMC Act**”). In particular, no product disclosure statement or any other disclosure document under the FMC Act has been, or will be, prepared or lodged in New Zealand in relation to the Notes.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold, and will not offer, sell or transfer, directly or indirectly, any Notes; and
- (b) it has not distributed and will not distribute, directly or indirectly, this Information Memorandum, any offering materials or any other material that may constitute an advertisement (as defined in the FMC Act) in relation to any offer of Notes,

in each case in New Zealand, other than to wholesale investors within the meaning of clause 3(2)(a), (c) or (d) of Schedule 1 to the FMC Act, which includes a person who is an “investment business”, “large”, or a “government agency”, in each case as defined in Schedule 1 to the FMC Act. For the avoidance of doubt, the Notes may not be directly or indirectly offered, sold, or delivered to, among others, any “eligible investors” (as defined in clause 41 of Schedule 1 to the FMC Act) or to any person who, under clause 3(2)(b) of Schedule 1 to the FMC Act, meets the investment activity criteria specified in clause 38 of that Schedule.

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## 4 The United Kingdom

### *Prohibition of Sales to UK Retail Investors*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of EUWA; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### *Other regulatory restrictions*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom;

- (b) in relation to any Notes which have a maturity of less than one year: (i) it is a person whose ordinary activities involve acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer; and
- (c) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or (if applicable) any Guarantor.

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## 5 European Economic Area

### *Prohibition of Sales to EEA Retail Investors*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”); and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

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## 6 The United States of America

### *Regulation S; Category 2*

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the following paragraphs have the meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted under the Dealer Agreement, it has not offered, sold or delivered and will not offer, sell or deliver the Notes:

- (a) as part of their distribution at any time; or
- (b) otherwise until 40 days after completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the Lead Manager,

within the United States of America or to, or for the account or benefit of, U.S. persons.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will have sent to each distributor to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States of America or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the distribution of all Notes of the Tranche of which those Notes are a part, an offer or sale of Notes within the United States of America by any Dealer or other distributor (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

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## 7 Hong Kong.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong ("**SFO**") other than:
  - (i) to "professional investors" as defined in the SFO and any rules made under the SFO; or
  - (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32) (as amended) of Hong Kong ("**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued, or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

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## 8 Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**").

Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold, and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to

others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws, regulations and ministerial guidelines of Japan.

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## 9 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that the Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore.

Unless the applicable Pricing Supplement in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute the Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any persons in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA; or
- (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the applicable Pricing Supplement in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any persons in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA;
- (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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## 10 Korea

Each Dealer is not making any representation with respect to the eligibility of any recipients of this Information Memorandum to acquire the Notes under the laws of Korea, including, without limitation, the Foreign Exchange Transaction Act and regulations thereunder.

The Notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) the Notes have not been offered, sold or delivered and will not be offered, sold or delivered, directly or indirectly in Korea or to any resident of Korea (as defined in the Foreign Exchange Transactions Law of Korea and the regulations thereunder), or to others for reoffering or resale directly or indirectly in Korea or to any resident of Korea, except as otherwise permitted by applicable Korean laws and regulations; and
- (b) any securities dealer to whom each Dealer and each further dealer may sell the Notes will agree that it will not offer any Notes, directly or indirectly, in Korea, or to any resident of Korea, except as permitted by applicable Korean laws and regulations or to any other dealer who does not so represent and agree.

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## **11 Taiwan**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the offer of the Notes has not been and will not be registered with the Financial Supervisory Commission of the Republic of China (“**ROC**”) pursuant to relevant securities laws and regulations and may not be sold, issued or offered within the ROC through a public offering or in a circumstance which constitutes an offer within the meaning of the Securities and Exchange Act of the ROC that requires a registration or approval of the Financial Supervisory Commission of the ROC. No person or entity in the ROC has been authorised to offer, sell, give advice regarding or otherwise intermediate the offering and sale of any Notes in the ROC.

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## **12 Switzerland**

Each Dealer will represent and agree that, unless otherwise specified in the relevant Pricing Supplement in relation to a specific Tranche of Notes:

- (a) it will only offer or sell Notes in, into or from Switzerland in compliance with all applicable laws and regulations in force in Switzerland and it will, to the extent necessary, obtain any consent, approval or permission required, for the offer or sale by it of Notes under the laws and regulations in force in Switzerland;
- (b) it will not publicly (as such term is defined or interpreted under the Swiss Financial Services Act, FinSA) offer, sell or advertise the Notes, directly or indirectly, in, into or from Switzerland unless an exemption from the requirement to publish a prospectus is available under the FinSA; and
- (c) this Information Memorandum and any other offering or marketing materials in relation to the Notes may not be publicly distributed (as such term is defined or interpreted under the FinSA) or otherwise made publicly available (as such term is defined or interpreted under the FinSA) in, into or from Switzerland, unless an exemption from the requirement to publish a prospectus is available under the FinSA.

This Information Memorandum is not intended to constitute an offer or solicitation to purchase or invest in any Notes. Unless otherwise specified in the relevant Pricing Supplement in relation to a specific Tranche of Notes, the Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland within the meaning of the FinSA, except under the following exemptions under the FinSA:

- (i) to any investor that qualifies as a professional client within the meaning of the FinSA;

- (ii) to fewer than 500 investors (other than professional clients within the meaning of the FinSA); or
- (iii) in any other circumstances falling within article 36 of the FinSA,

provided, in each case, that no such offer of the Notes referred to in paragraphs (a) through (c) above shall require the publication of a prospectus for offers of the Notes pursuant to the FinSA.

The Notes have not been and will not be listed on the SIX Swiss Exchange or on any other exchange or trading venue in Switzerland. This Information Memorandum has not been and will not be reviewed or approved by a Swiss review authority, and does not comply with the disclosure requirements applicable to a prospectus within the meaning of the FinSA. Neither this Information Memorandum nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in or into Switzerland in a way that would constitute a public offering of the Notes, as such term is defined or interpreted under the FinSA, in each case unless an exemption from the requirement to publish a prospectus is available under the FinSA.

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### **13 Variation**

These selling restrictions may be amended, varied, replaced or otherwise updated from time to time by the Issuer in accordance with the Dealer Agreement and any change will be set out in the relevant Pricing Supplement issued in respect of the Notes to which it relates (or in another supplement to this Information Memorandum).

# Taxation

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## 1. Australian Taxation

### Introduction

The following is a summary of the Australian withholding tax treatment under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”), the Taxation Administration Act 1953 of Australia and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Information Memorandum, of payments of interest (as defined in the Australian Tax Act) on the Notes to be issued by the Issuer under the Programme and certain other Australian tax matters.

This summary applies to Noteholders that are:

- residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia (“**Australian Holders**”); and
- non-residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, and residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia (“**Non-Australian Holders**”).

The summary is not exhaustive and, in particular, does not deal with the position of certain classes of Noteholders (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person). In addition, unless expressly stated, the summary does not consider the Australian withholding tax consequences for persons who hold interests in the Notes through Austraclear, Euroclear, Clearstream or another clearing system.

Noteholders should also be aware that particular terms of issue of any Series of Notes may affect the tax treatment of that Series of Notes. Information regarding taxes in respect of Notes may also be set out in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum).

This summary is not intended to be, nor should it be construed as legal or tax advice to any particular holder of Notes. Each Noteholder should seek professional tax advice in relation to their particular circumstances.

### **Australian Interest Withholding Tax**

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act (“**Australian IWT**”) and dividend withholding tax. For Australian IWT purposes, “interest” is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts. The Issuer intends to issue Notes which are to be characterised as “debt interests” for the purposes of the tests contained in Division 974 and the returns paid on the Notes are to be “interest” for the purposes of section 128F of the Australian Tax Act.

#### *Australian Holders*

Payments of interest in respect of the Notes to Australian Holders will not be subject to Australian IWT.

### *Non-Australian Holders*

Australian IWT is generally payable at a rate of 10 per cent. of the gross amount of interest paid by the Issuer to a Non-Australian Holder unless an exemption is available.

#### *(a) Section 128F exemption from Australian IWT*

An exemption from Australian IWT is available in respect of interest paid on the Notes if the requirements of section 128F of the Australian Tax Act are satisfied.

Unless otherwise specified in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), the Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

In broad terms, the requirements are as follows:

- (i) the Issuer is a resident of Australia and a company (as defined in section 128F(9) of the Australian Tax Act) when it issues the Notes and when interest is paid;
- (ii) the Notes are issued in a manner which satisfies the “public offer” test in section 128F of the Australian Tax Act.

In relation to the Notes, there are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that the Issuer is offering the Notes for issue. In summary, the five methods are:

- offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
  - offers to 100 or more investors of a certain type;
  - offers of listed Notes in certain circumstances;
  - offers via publicly available electronic information sources; or
  - offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods;
- (iii) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in those Notes) were being, or would later be, acquired, directly or indirectly, by an “offshore associate” of the Issuer, except as permitted by section 128F(5) of the Australian Tax Act (see below); and
  - (iv) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an “associate” of the Issuer, except as permitted by section 128F(6) of the Australian Tax Act (see below).

An “associate” of the Issuer for the purposes of section 128F of the Australian Tax Act includes, when the Issuer is not a trustee:

- a person or entity which holds more than 50% of the voting shares of, or otherwise controls, the Issuer;
- an entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Issuer;
- a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust; and

- a person or entity who is an “associate” of another person or company which is an “associate” of the Issuer under the first bullet point above.

However, for the purposes of sections 128F(5) and (6) of the Australian Tax Act (see paragraphs (iii) and (iv) above) permitted “associates” of the Issuer include an Australian Holder, or a Non-Australian Holder that is acting in the capacity of:

- (A) in the case of section 128F(5) only, a dealer, manager or underwriter in relation to the placement of the relevant Notes, or a clearing house, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the Corporations Act); or
- (B) in the case of section 128F(6), a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (for the purposes of the Corporations Act).

(b) *Exemptions under certain double tax conventions*

The Australian government has signed double tax conventions (“**Specified Treaties**”) with particular countries (each a “**Specified Country**”) that provide for certain exemptions from Australian IWT. The Specified Treaties generally apply to interest derived by a resident of a Specified Country.

Broadly, the Specified Treaties effectively prevent Australian IWT applying to interest derived by:

- the governments of the Specified Countries and certain governmental authorities and agencies in a Specified Country; and
- a “financial institution” resident in a Specified Country which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” broadly refers to either a bank or any other enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

(c) *Payments under the Guarantee*

It is unclear whether or not any guarantee payment by a Guarantor to a Non-Australian Holder under the Guarantee on account of interest owing by the Issuer in respect of the Notes would be subject to Australian IWT. There are good arguments that such payments do not constitute “interest” for Australian withholding tax purposes, and, if so, would not be subject to Australian IWT. If that is the case, Non-Australian Holders may be taxed by assessment on those amounts, unless an exemption applies.

The Australian Taxation Office has, however, published a Taxation Determination stating that payments by a guarantor in lieu of interest payments in respect of debentures are entitled to the benefit of the exemption contained in section 128F if payments of interest in respect of those debentures by the Issuer are exempt from Australian IWT. However, there is some doubt as to whether the reasoning adopted in the Taxation Determination is strictly correct.

It should be noted that interest paid on an overdue amount relating to the Guarantor’s own obligations is likely to be interest on which Australian IWT prima facie applies. Section 128F may not apply to such payments, however it is possible another exemption could apply.

(d) *Payment of additional amounts*

As set out in more detail in Condition 15 (“Taxation”) and unless expressly provided to the contrary in the relevant Pricing Supplement (or another relevant supplement to this Information Memorandum), if the Issuer is at any time required by law to withhold or deduct an amount in respect of any taxes imposed or levied by the Commonwealth of Australia in respect of the Notes, such that the Holder would not actually receive on the due date the full amount provided for under the Notes, the Issuer must, subject to certain exceptions contained in Condition 15.3 (“Exceptions to payment of additional amounts”), pay such additional amounts as may be necessary in order to ensure that each Noteholder

is entitled to receive (at the time the payment is due) the amount it would have received if no deductions or withholdings had been required to be made. If the Issuer is required to pay an additional amount in respect of a Note under Condition 15.2 (“Additional amounts”), the Issuer will have the option to redeem all (but not some) of the Notes in accordance with Condition 11.3 (“Early redemption for taxation reasons”).

### **Other Australian Tax Matters**

Under Australian laws as presently in effect:

- *TFN/ABN withholding* - withholding tax is imposed (see below in relation to the rate of withholding tax) on the payment of interest on certain registered securities unless the relevant payee has quoted an Australian tax file number (“**TFN**”), (in certain circumstances) an Australian Business Number (“**ABN**”) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, then TFN/ABN withholding will not apply to payments to a Non-Australian Holder that is a non-resident of Australia for Australian tax purposes.

The rate of withholding tax is currently 47 per cent.

- *garnishee directions by the Commissioner of Taxation* – the Commissioner of Taxation may give a direction requiring the Issuer to deduct from any payment to a Noteholder any amount in respect of Australian tax payable by the Noteholder. If the Issuer is served with such a direction, then the Issuer will comply with that direction and will make any deduction required by that direction.
- *stamp duty and other taxes* - no *ad valorem* stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes.
- *goods and services tax (GST)* - neither the issue nor receipt of the Notes will give rise to a liability for GST in Australia on the basis that the supply or acquisition of Notes will comprise either an input taxed financial supply or a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal of the Notes, would give rise to any GST liability in Australia.

## **2. U.S. Foreign Account Tax Compliance Act and OECD Common Reporting Standard**

### *FATCA*

Under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”), a 30 per cent. withholding (“**FATCA withholding**”) may be required if (i)(A) an investor does not provide information sufficient for any non-U.S. financial institution (“**FFI**”) through which payments on the Notes are made to determine the Noteholder’s status under FATCA, or (B) an FFI to or through which payments on the Notes are made is a “non-participating FFI”; and (ii) the Notes are treated as debt for U.S. federal income tax purposes and the payment is made in respect of Notes issued or modified after the date that is six months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register, or the Notes are treated as equity for U.S. federal income tax purposes or do not have a fixed term, whenever issued.

This withholding is not expected to apply on payments made before the date that is two years after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register.

Reporting Australian Financial Institutions (“**RAFI**s”) under the Australia–U.S. FATCA Intergovernmental Agreement dated 28 April 2014 (“**Australian IGA**”) must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders and provide the Australian Taxation Office (“**ATO**”) with information on financial accounts held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the U.S. Internal Revenue Service. Consequently, Noteholders may be requested to provide certain information and certifications to any financial institutions through which payments on the Notes are made. A RAFI that

complies with its obligations under the Australian IGA will not be subject to FATCA withholding on amounts it receives, and will not be required to deduct FATCA withholding from payments it makes, other than in certain prescribed circumstances.

Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, pursuant to the terms and conditions of the Notes, no additional amounts will be paid by the Issuer as a result of the deduction or withholding.

#### *Common Reporting Standard*

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (“**CRS**”) requires certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Government has enacted legislation amending, among other things, the Taxation Administration Act 1953 of Australia to give effect to the CRS.

***Prospective investors should consult their own tax advisers on how FATCA, the Australian IGA and the CRS may apply to them under the Notes, including the risk of any administrative penalties for making a false or misleading self-certification.***

# Directory

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## Issuer

### **Ausgrid Finance Pty Ltd**

(ABN 14 615 343 005)

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Australia

Telephone: + 61 2 9269 4840

Email: ellen.lambridis@ausgrid.com.au; edwin.waters@ausgrid.com.au

Attention: Each of the Chief Financial Officer and the Group Treasurer

## Dealer

### **Commonwealth Bank of Australia**

(ABN 48 123 123 124)

Level 8, CBP North  
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Sydney NSW 2000  
Australia

Telephone: +61 2 9117 0219

Email: DCM\_Originations@cba.com.au

Attention: Head of Debt Capital Markets

## Security Trustee

### **ANZ Fiduciary Services Pty Ltd**

(ABN 91 100 709 493)

Level 21, 242 Pitt Street  
Sydney NSW 2000  
Australia

Facsimile: + 61 2 1300 853 269

Email: Anthony.Herden@anz.com

Attention: Senior Manager, Agency Services

## Intercreditor Agent

### **Australia and New Zealand Banking Group Limited**

(ABN 11 005 357 522)

Level 19, 242 Pitt Street  
Sydney NSW 2000  
Australia

Telephone: + 61 2 8037 0200

Email: Anthony.Herden@anz.com

Attention: Senior Manager, Agency Services

**Note Trustee****BNY Trust Company of Australia Limited**

(ABN 49 050 294 052)

Level 2  
1 Bligh Street  
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Telephone: +61 2 9260 6000  
Email: BNY\_CT\_Aus\_RMG@bnymellon.com  
Attention: Relationship Management Group

**Australian Registrar and Issuing and Paying Agent****BTA Institutional Services Australia Limited**

(ABN 48 002 916 396)

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Attention: Global Client Services

**Offshore Registrar****The Bank of New York Mellon SA/NV, Luxembourg Branch**

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Attention: Global Corporate Trust

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Attention: Client Service Management

