

S e r i e s S u p p l e m e n t

relating to

AIR030 Bonds

Air New Zealand Limited

Company

and

The New Zealand Guardian Trust Company Limited

Supervisor

Date 17 October 2022

BELL GULLY

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This **Series Supplement** is made on

17 October

2022

between (1) **Air New Zealand Limited (Company)**

and (2) **The New Zealand Guardian Trust Company Limited (Supervisor)**

Introduction

This is a Series Supplement entered into pursuant to clause 2.4 (*Series Supplement*) of the Master Trust Deed to provide for the constitution and issue of the Bonds described herein.

It is agreed

1. Interpretation

1.1 Master Trust Deed

The terms of the Master Trust Deed shall apply in this Series Supplement and to the Bonds constituted by this Series Supplement except to the extent modified in this Series Supplement. To that extent, or in the event of any conflict between the provisions of this Series Supplement and those of the Master Trust Deed, the provisions of this Series Supplement shall prevail over those of the Master Trust Deed.

1.2 Additional or modified defined terms

In this Series Supplement, unless the context otherwise requires:

Accrued Interest means all interest on the Principal Amount of the Bonds which has accrued and is payable in accordance with this Series Supplement;

Bond means a bond issued on the terms and conditions set out in this Series Supplement;

Date of Enforcement means the date on which the Supervisor declares the Bonds immediately due and payable following the occurrence of an Event of Default;

an **Event of Default** is continuing unless it has been remedied to the satisfaction of the Supervisor or waived by the Supervisor;

Face Value means \$1.00;

Interest Period means the period from and including one Interest Payment Date to, but excluding, the next Interest Payment Date, provided that the first Interest Period will be deemed to be the period from and including the Issue Date to, but excluding, the first Interest Payment Date occurring after the Issue Date;

Interest Rate means the rate of interest per annum payable on the Principal Amount of the Bonds as announced by the Company prior to the first Issue Date;

Issue Date means each date of issue of the Bonds pursuant to this Series Supplement;

Master Trust Deed means the trust deed originally dated 12 October 2016 as amended and restated into a master trust deed on 8 July 2022 and made between the Company and the Supervisor;

Maturity Date means, for the purposes of paragraph (a) of the definition of Maturity Date in the Master Trust Deed, 27 April 2028;

Registrar means Link Market Services Limited or such other person as may be appointed by the Company to maintain the Register;

Series Supplement means this deed and, for the avoidance of doubt, includes the terms of the Master Trust Deed as applied in this Deed in accordance with, and subject to, clause 1.1 (*Master Trust Deed*) above; and

Specified Principal Amount means the amount specified in clause 2.5 (*Specified Principal Amount*).

1.3 **Modification of other terms in Master Trust Deed**

The terms **Bondholder**, **Bonds**, **Bond Monies** and **Register** have the meanings given to them in the Master Trust Deed but, in this Series Supplement, refer only to the Bonds of this Series, to the Bondholders of those Bonds, to the Bond Monies in respect of those Bonds and to the Register in relation to this Series.

2. **Form of Bonds**

2.1 **Issue of Bonds**

The aggregate Principal Amount of Bonds that may be issued pursuant to this Series Supplement is up to \$100,000,000. The Bonds issued pursuant to this Series Supplement constitute a Series and shall be described as AIR030 Bonds. Each Bond shall be issued for its Face Value.

2.2 **Status**

The Bonds constitute direct, unsecured, unsubordinated obligations of the Company and rank pari passu and without priority or preference among themselves and with all other unsecured, unsubordinated obligations of the Company, except indebtedness preferred by law.

None of the Company's directors, the directors of the Company's subsidiaries, the Supervisor or any other person guarantees the Company's obligations under the Master Trust Deed, this Deed or the Bonds in any way.

2.3 **Interest rate basis**

The Bonds are Fixed Rate Bonds.

2.4 Selling restrictions

- (a) Bonds may only be offered for sale or sold in conformity with all applicable laws and regulations in any jurisdiction in which they are offered, sold or delivered and the selling restrictions contained in the terms of the Information Memorandum.
- (b) No offer, sale or delivery of the Bonds or distributions of any advertisements or other offering material in relation to any Bonds may be made in or from any jurisdiction except in circumstances that will result in compliance with all applicable laws and regulations and where compliance with all such applicable laws and regulations will not impose any obligations on the Company.

2.5 Specified Principal Amount

The Specified Principal Amount for each Bondholder of Bonds is a minimum of \$5,000 and multiples of \$1,000 thereafter.

2.6 Time for payments

Any mailing or direct credit of a payment by the Company to a Bondholder will occur prior to 5.00pm on the relevant Interest Payment Date (or, if that date is not a Business Day, the next Business Day after that date) or other date on which payment is required to be made.

2.7 Other matters

The Bonds carry no right to participate in any offering of securities by the Company, and the Company reserves the right at all times to issue securities to any person in any manner.

3. Terms and conditions of the AIR030 Bonds

3.1 Term

The term of the Bonds is the period from the applicable Issue Date for the Bonds until the Maturity Date.

3.2 Interest Rate and calculation of interest

- (a) Each Bond bears interest on the Principal Amount at the Interest Rate.
- (b) Interest for each Interest Period shall be calculated in accordance with clause 3.4 (*Accrued Interest*).
- (c) Interest will cease to accrue on the date on which each Bond is repaid.

3.3 Interest Payment Dates

The Interest Payment Dates for the Bonds shall be 27 April and 27 October in each year, commencing 27 April 2023 and ending on the Maturity Date. Interest on the Bonds shall be paid in arrear.

3.4 **Accrued Interest**

Accrued Interest accrued during each Interest Period is payable on the Interest Payment Date falling at the end of that Interest Period. The amount of interest payable on a Bond on each Interest Payment Date shall be determined as follows:

$$\text{Interest Payment} = \frac{\text{Principal Amount of Bond} \times \text{Interest Rate}}{2}$$

Provided that, if the applicable Interest Period is not a full six-month Interest Period (for example if an Event of Default occurs (and subsists) and the Supervisor declares the Bonds immediately due and payable), the interest payable on a Bond for such period will be calculated based on the number of days in that period and a 365-day year as follows:

$$\text{Interest payment} = \frac{\text{days in relevant Interest Period}}{365} \times \text{Principal Amount of Bond} \times \text{Interest Rate}$$

3.5 **Payments**

All payments in relation to a Bond may be satisfied by direct credit to any bank account nominated in writing (prior to the Record Date) by the Bondholder entered in the Register on the Record Date. Such direct credit will occur prior to 5 p.m. on the relevant Interest Payment Date (or, if that date is not a Business Day, the next Business Day after that date) or other date on which payment is required to be made.

3.6 **First Interest Accrual Date**

The First Interest Accrual Date for a Bond shall be 27 October 2022.

3.7 **Final redemption**

Unless previously repaid, prepaid, redeemed or purchased and cancelled the Company will redeem all of the Bonds on the earlier of the Maturity Date (without the need for the Bondholder to give notice that repayment is required) or the Date of Enforcement for an amount equal to the aggregate of:

- (a) the Principal Amount of each Bond;
- (b) all Accrued Interest in respect of each Bond; and
- (c) any other amount due and payable in respect of the Bonds.

3.8 **Default Interest**

Any Default Interest due and payable by the Company pursuant to clause 5.5 (*Default interest*) of the Master Trust Deed shall be paid within five (5) Business Days of the last day of each month during which Default Interest accrues.

4. Issue

4.1 Conditions precedent to first issue of Bonds

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

- (a) a certificate from an officer of the Company in substantially the form set out in Annexure A to this Series Supplement;
- (b) each of:
 - (i) the Agency Agreement applicable to the Bonds;
 - (ii) the Master Trust Deed; and
 - (iii) this Series Supplement,each duly executed by all relevant parties;
- (c) a letter dated the first Issue Date from the Company in substantially the form set out in Annexure B to this Series Supplement;
- (d) a copy of the Information Memorandum for the offer of Bonds;
- (e) a legal opinion from Bell Gully to (and able to be relied upon by) the Supervisor regarding the enforceability of this Series Supplement; and
- (f) a legal opinion from Bell Gully to (and able to be relied upon by) the Supervisor regarding the issue of Bonds constituted by this Series Supplement being in compliance with the FMCA, FMC Regulations and Listing Rules.

4.2 Conditions precedent on issuance

In addition to the requirements set out in clause 4.1 (*Conditions precedent to first issue of Bonds*), the Company shall not issue any Bonds unless the representations and warranties contained in clause 7.1 (*Representations and warranties*) of the Master Trust Deed and clause 6.1 (*Company's representations and warranties*) of this Series Supplement are true and correct in all material respects by reference to the facts and circumstances existing as at each Issue Date for those Bonds.

5. Exclusion of certain terms from Master Trust Deed

5.1 Certain definitions and clauses of Master Trust Deed excluded

Notwithstanding any term of the Master Trust Deed to the contrary, the following definitions and clauses of the Master Trust Deed will not apply to any Bonds issued pursuant to this Series Supplement:

Not applicable.

5.2 **Amendment of excluded clauses**

For the avoidance of doubt, the Company does not require the consent of the Supervisor or any Bondholder to amend any term of the Master Trust Deed to the extent excluded pursuant to clause 5.1 (*Certain definitions and clauses of Master Trust Deed excluded*) of this Series Supplement.

6. **Representations and undertakings**

6.1 **Company's representations and warranties**

- (a) The Company repeats the representations and warranties in clause 7.1 (*Representations and warranties*) of the Master Trust Deed on each Issue Date and on each Interest Payment Date by reference to the facts and circumstances then existing.
- (b) Pursuant to clause 7.2 (*Series Supplement*) of the Master Trust Deed, the Company represents and warrants to the Supervisor that:

Not applicable.

6.2 **Company's undertakings**

In addition to the undertakings set out in clause 8.5(g) (*Additional undertakings*) of the Master Trust Deed, the Company undertakes to the Supervisor that, for so long as any Bonds are outstanding:

Not applicable.

6.3 **Approved Issuer Levy**

For the purposes of clause 15.2 (*NRWT*) of the Master Trust Deed, where payment of Approved Issuer Levy would remove the liability to deduct non-resident withholding tax, the Company shall pay Approved Issuer Levy in accordance with clause 15.2 (*NRWT*) of the Master Trust Deed (unless otherwise directed in writing by the relevant Bondholder).

7. **Additional Events of Default**

For the purposes of the Master Trust Deed the following shall each be an additional Event of Default in relation to this Series:

Not applicable.

8. **Miscellaneous**

8.1 **Counterparts**

This Series Supplement may be signed in any number of counterparts, all of which together constitute one and the same instrument, and either of the parties may execute this Series Supplement by signing any such counterpart.

8.2 **Delivery**

For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this Series Supplement will be delivered by each of the parties (each a **Delivering Party**) immediately on the earlier of:

- (a) physical delivery of an original of this Series Supplement, executed by the relevant Delivering Party, into the custody of the Supervisor or the Supervisor's solicitors; or
- (b) transmission by the relevant Delivering Party or its solicitors (or any other person authorised in writing by the relevant Delivering Party) of a photocopied or scanned copy of an original of this Series Supplement, executed by the relevant Delivering Party, to the Supervisor or the Supervisor's solicitors.

8.3 **Governing law**

This Series Supplement shall be governed by and construed in accordance with New Zealand law.

8.4 **Submission to jurisdiction**

The Company submits to the non-exclusive jurisdiction of the New Zealand courts for the purpose of any legal proceedings arising out of this Series Supplement.

Execution

Executed and delivered as a deed.

SIGNED on behalf of **Air New Zealand Limited** by:



Director
Dean Bracewell

Print Name



Director
Jonathan Mason

Print Name

Executed under the name and seal
of **The New Zealand Guardian
Trust Company Limited** by:

Authorised Signatory

Authorised Signatory

Witness

Print Name

Occupation

Address

Execution

Executed and delivered as a deed.

SIGNED on behalf of **Air New Zealand Limited** by:

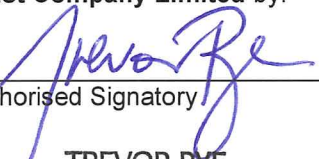
Director

Director

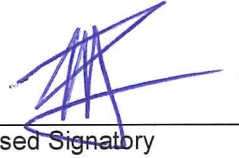
Print Name

Print Name

Executed under the name and seal of **The New Zealand Guardian Trust Company Limited** by:



Authorised Signatory
TREVOR PYE



Authorised Signatory
PAMELA WONG

Witness 

Print Name **Iftikhar Hasan**

Occupation **Financial Analyst**

Address **Auckland**

Annexure A: Form of Officer's Certificate

TO: The New Zealand Guardian Trust Company Limited (the Supervisor)

I hold the position stated below at Air New Zealand Limited (the **Company**), and certify as follows:

1. Board resolutions

1.1 The board of directors of the Company (**Board**) has passed all necessary resolutions to:

- (a) approve the transactions (**Transactions**) contemplated by the documents listed in the schedule (**Documents**), and the Documents themselves; and
- (b) authorise signing of the Documents by or on behalf of the Company in the manner in which they have actually been signed.

1.2 The resolutions were duly passed by written resolutions signed in accordance with the constitution of the Company or at a meeting of the Board which was properly convened and in respect of which all quorum requirements were duly observed.

1.3 The resolutions remain in full force and effect.

2. Directors' self interested transactions

2.1 To the best of my knowledge and belief and based on confirmations made by each director (as that term is defined in section 126 of the Companies Act 1993 (the **Act**)) of the Company, none of the directors (as so defined) of the Company has an interest (as that term is defined in section 139 of the Act) in the Transactions.

2.2 In approving the Documents and the Transactions, the Board, after taking into account all relevant factors, is of the view that the Company is receiving or will receive fair value under them.

3. Corporate benefit

3.1 In approving the Documents and the Transactions, the Board, after taking into account all relevant factors, is of the view that the Company's entry into and performance of the Documents and the Transactions is in the best interests of the Company.

4. Shareholder resolutions

4.1 It has been determined that the Transactions do not constitute a Major Transaction for the purposes of section 129 of the Act.

5. Due execution

5.1 Each of the Documents has been properly signed and delivered by the Company.

5.2 The Company is entering into the Documents solely for its own benefit and not as trustee or nominee or agent of any third party.

6. Solvency

6.1 I am not aware of any liquidation proceedings which have been commenced against the Company by any person, or which are intended or anticipated by the Company.

6.2 Having taken into account all relevant factors the Board is of the view that the value of the

consideration or benefit received, or to be received, by the Company under the Transactions is not less than the value of the consideration provided, or to be provided, by the Company.

7. Financial assistance

7.1 The Transactions do not include or involve any provision by the Company (directly or indirectly) of financial assistance in connection with the acquisition of a share issued or to be issued by the Company.

8. Constitution

8.1 The copy of the constitution of the Company held on its records as maintained at the office of the Registrar of Companies at Auckland as at the date of this certificate is complete and includes all alterations to date.

9. Authorisations

9.1 All consents and other authorisations required by the Company in connection with the entry into, execution and performance of the Documents and the Transactions have been obtained on an unconditional and unqualified basis and remain in full force and effect.

10. Amendments

10.1 [The Documents have not been amended.] **OR** [A copy of any amendments to the Documents is attached to this certificate. The Documents have not otherwise been amended.]

Signature: _____

Name: _____

Position: _____

Date: _____

SCHEDULE

1. Series Supplement between the Company and the Supervisor in respect of Series AIR030 Bonds dated 17 October 2022.
2. Agency Agreement dated 5 January 2009 between the Company and Link Market Services Limited and side letter to the Agency Agreement dated 4 October 2022.
3. Any other agreement, notice or document required under or in connection with the documents referred to above.

Annexure B: Form of Closing Letter

27 October 2022

To: TheNewZealandGuardianTrustCompany Limited

Series Supplement – Series AIR030 Bonds

We refer to the Series Supplement relating to \$100,000,000 Bonds dated 17 October 2022 between Air New Zealand Limited and yourself as Supervisor (**Deed**). Terms defined in the Deed have the same meaning in this letter.

We confirm that the representations and warranties contained in clause 7.1 (*Representations and warranties*) of the Master Trust Deed are true and correct in all material respects by reference to the facts and circumstances existing today.

SIGNED on behalf of **Air New Zealand Limited** by:

Director

Director

Print Name

Print Name