

12 SEPTEMBER 2024

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PROPOSED

WAITOMO ENERGY SERVICES CUSTOMER TRUST

Trust Deed

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WAITOMO ENERGY SERVICES CUSTOMER TRUST

THIS DEED is made on 2024

BY:

WILLIAM JOHN OLIVER
JANETTE RUTH OSBORNE
CATHRYN MAY PRENDERGAST
YVETTE MARIE RONALDSON
GUY RODNEY WHITAKER
ERIN LOUISE CELIA WIRIHANA

(being the Trustees of the Trust at the date of this Deed)

INTRODUCTION

- A. The Lines Company Limited (formerly called Waitomo Energy Services Limited) is a company in which all Shares are held by the Trust.
- B. The Trust is intended to provide a means of holding Shares in and a debenture issued by the Company for the benefit of Beneficiaries, and subject to and in accordance with their wishes to transfer the Shares or the proceeds of sale thereof to Beneficiaries.
- C. The original trust deed relating to the Trust was dated 25 March 1993 and has been amended from time to time. This deed constitutes a variation and restatement of that original trust deed under the power contained in clause 15 of that original trust deed.

1. DEFINITIONS AND CONSTRUCTION

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

“**Act**” means the Energy Companies Act 1992.

“**Balance Date**” means the 31st day of March or any other date adopted from time to time by the Company as the end of its financial year.

“**Bank**” means any bank listed in the register of registered banks referred to in section 69 of the Banking (Prudential Supervision) Act 1989.

“**Beneficiary**” means any person, who at any appropriate date designated from time to time by the Trustees is named in the records of the Company or an Energy Retailer as a person who owns or uses an ICP within the District which is connected to the Company’s distribution network and who is liable in terms of a contract with either the Company or an Energy Retailer for the payment of any amount to the Company or the Energy Retailer for the conveyance of electricity by the Company, unless any such person who qualified as a Beneficiary in accordance with this definition advises the Trustees irrevocably in writing that he, she or it does not wish to be a Beneficiary for the purposes of this Deed. If two or more persons together own or use an ICP and are so liable, those persons together shall be deemed to be

one Beneficiary for the purposes of this Deed.

“Company” means The Lines Company Limited.

“Debenture” means any debt security payable by the Company to the Trustees.

“Deed” means this deed as amended from time to time and includes the schedules.

“Director” means a director of the Company.

“Distribution” means amounts distributed by the Company to Beneficiaries either to the Beneficiary’s account with the Company or the Beneficiary’s account with their Energy Retailer.

“District” means the area over which the former Waitomo Electric Power Board was authorised as at 31 March 1993 to supply electricity pursuant to the license granted under Section 20 of the Electricity Act 1968. Refer NZ Gazette Notice 6 May 1976 No. 49 page 1018 and any amendments thereto.

“Dividend Income” means dividends received by the Trustees and where the context requires or permits includes any funds available for distribution by the Trust pursuant to Clause 11.

“Dividends” means any dividends paid in cash by the Company on Shares.

“Energy Retailer” means the energy supply company which supplies electricity to an ICP owned or used by a Beneficiary.

“Financial Year” means any year or other accounting period ending on a Balance Date.

“ICP” means installation control point as defined by the Electricity Industry Participation Code.

“Local Authorities” means those territorial authorities within the meaning of the Local Government Act 2002, whose district or part thereof at any appropriate date designated from time to time by the Trustees, is within the District.

“Major Transaction” means a major transaction, as defined in the Companies Act 1993, in respect of the Company.

“Poll” means a poll of Beneficiaries conducted by the Trustees in accordance with the second schedule in which Beneficiaries vote on matters relating to the Trust and, where the context requires, means the result of the votes cast pursuant to such a Poll of Beneficiaries.

“Rights Issue” means an offer made by the Company to subscribe for shares in or other securities issued or to be issued by the Company but does not include a bonus issue of shares.

“Shares” means shares in the capital of the Company or any other company in which the Trust holds shares.

“Termination Date” means the earlier of the date 125 years after 25 March 1993

and the date upon which the Trust is wound up in accordance with Clause 17.

“Trust” means the Waitomo Energy Services Customer Trust established by this Deed.

“Trustees” means the Trustees for the time being of the Trust and **“Trustee”** means any person who is one of the Trustees.

“Trust Fund” means all the assets of the Trust and includes all capital and income and benefits, rights or entitlement thereunder for the time being held by the Trustees.

“Trusts Act” means the Trusts Act 2019.

“Unanimous Resolution” means a resolution of the Trustees in respect of which every Trustee entitled to vote has voted in support of it.

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

“person” includes any body corporate and any association of persons;

references to one gender include every other gender;

references to the singular include the plural and vice versa;

the headings and the index do not affect the construction of this Deed;

references to Clauses are references to Clauses of this Deed and references to Schedules are references to the Schedules to this Deed;

references to written and writing include any means of recording words in a tangible and visible form, including by electronic means, and references to signing and signatures include electronic signatures;

references to a statute include references to regulations, orders or notices made under or pursuant to such statute; references to any statute, regulation, order or other statutory instrument or by-law shall be deemed to be references to the statute, regulation, order, instrument or by-law as from time to time amended and includes substituted provisions that substantially correspond to those referred to;

words, terms or expressions which are defined in the Act but are not defined in this Deed shall have the meaning attributed to them in the Act.

1.3 Duration: The duration of the Trust shall be the period from 25 March 1993 until the Termination Date.

2. DECLARATION OF TRUST

2.1 The Trustees declare and acknowledge that Shares and any Debenture and all other assets comprising the Trust Fund at any time held by the Trustees will be held by them upon trust subject to and in accordance with this Deed.

- 2.2** The name of the Trust is Waitomo Energy Services Customer Trust. The Trustees may at any time by a resolution passed by a majority of the Trustees holding office (irrespective of the number present at a meeting or voting) change the name of the Trust.

3. PURPOSES

The purposes and objects for which the Trust is established are:

- 3.1** To receive Shares and Debentures in accordance with an Order in Council made pursuant to Section 47 of the Act.
- 3.2** To acquire or distribute to Beneficiaries or any of them any additional Shares in the capital of the Company allotted to the Trust by the Company.
- 3.3** To sell or distribute Shares pursuant to a distribution plan under Clause 9 to or for the benefit of Beneficiaries or any of them and until their sale or distribution to hold them for the benefit of Beneficiaries or any of them in their capacity as beneficiaries under the Trust and in their capacity as purchasers of goods and services provided to them by the Company.
- 3.4** To consider and advise the Beneficiaries on any proposal received by the Trustees for the purchase of some or all of the Shares held by the Trust.
- 3.5** To receive and apply all income of the Trust in the manner provided in Clause 11.
- 3.6** Following the Termination Date to apply and appropriate the existing Trust Fund in the manner provided in Clause 13.3.
- 3.7** To encourage the Company in meeting its objective of being a successful business.
- 3.8** To seek and act upon the opinion or directions of Beneficiaries given pursuant to a Poll conducted under Clause 9 or Clause 10.
- 3.9** To promote and encourage an efficient and reliable electricity distribution system available throughout the District.
- 3.10** To hold and apply all the Trust Fund for the benefit of Beneficiaries or any of them in accordance with and subject to this Deed.
- 3.11** To acquire and hold shares in the Company or any other companies carrying on the business of electricity lines or electricity supply (subject to Part 3 of the Electricity Industry Act 2010) on behalf of its Beneficiaries and to distribute to the Beneficiaries the benefits of ownership of any such shares in terms of this Deed.
- 3.12** To comply in all respects with the provisions of the Electricity Industry Act 2010.

4. DUTIES OF TRUSTEES

The Trustees shall:

- 4.1 subject to this Deed, act as a diligent shareholder and in particular monitor the performance of the Directors and exercise the rights of a shareholder for the benefit of the Trust Fund and Beneficiaries.
- 4.2 ensure that full and correct accounts of all the financial transactions of the Trust and its assets and liabilities and funds are kept in accordance with appropriate accounting standards.
- 4.3 comply with subpart 2 of part 4 of the Electricity Industry Act 2010 in respect of the preparation, audit and publication of financial statements and the appointment of auditors.
- 4.4 in respect of any statement of corporate intent delivered to the Trustees by the Company make comments to the Directors within one month from the date of delivery of such statement to the Trustees.
- 4.5 make any completed statement of corporate intent available to the public in accordance with Clause 14.
- 4.6 comment on the Company's compliance with the statement of corporate intent at each annual meeting of Beneficiaries held under section 101 of the Electricity Industry Act 2010.
- 4.7 exercise where appropriate its right to require modifications to the statement of corporate intent in accordance with section 40(2) of the Act subject to the requirements of section 42 of the Act.
- 4.8 make a copy of this Deed available to the public in accordance with Clause 14.

5. GENERAL POWERS

The Trustees may exercise the powers, authorities, and discretions conferred by this Deed in addition to and not by way of limitation of the powers, authorities and discretions conferred upon the Trustees generally by the Trusts Act (except where otherwise specified in this Deed).

6. SPECIFIC POWERS

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

- 6.1 **Directors:** To appoint and remove Directors.
- 6.2 **To Appoint Secretary:** To appoint and pay any person, who is not a Trustee, as secretary of the Trust and to remove such person as they think fit.

- 6.3 To Employ:** To employ and contract with any person who may be a Trustee and to employ and contract with any firm, partnership or company of which a Trustee may be a member, to act or to do any act or render any services of whatever nature for and to the Trust.
- 6.4 To Appoint Custodian Trustee:** To exercise the powers conferred by section 67 of the Trusts Act to appoint any eligible person referred to in section 67(4) to hold or deal with all or part of the Trust Fund as nominee or custodian.
- 6.5 Bank Accounts:** To open an account or accounts at any time or times in the name of the Trust at any Bank and to overdraw any such account with or without giving any security and in addition to the powers conferred by the Trusts Act, to make arrangements with any Bank for the Trustees or any two or more of the Trustees named in writing by all of the Trustees to operate upon any account from time to time opened or subsisting at that Bank and if the Trustees so decide by Unanimous Resolution, authorise any employee or officer of the Trust to administer, but not authorise drawings from, any such account.
- 6.6 Capital Income and Blended Funds:** To determine whether any money for the purposes of this Deed is to be considered as income or capital and what expenses ought to be paid out of income and capital respectively and also to apportion payments and every such determination or apportionment shall be final and binding on all persons beneficially interested in the Trust Fund and income thereof.
- 6.7 Shareholders powers:** Subject to the provisions of this Deed, to exercise as the Trustees in their absolute discretion think fit all the voting powers attaching to any Shares. All Trustees shall exercise their voting powers as directed by a resolution of Trustees.
- 6.8 Reorganisation, reconstruction, merger etc:** To consider any recommendations made by the Directors on any proposal relating to any reconstruction or amalgamation or merger of the Company or any modification of the rights of shareholders or any reduction of capital or subject to Clause 6.9, any other dealing with such Shares and after giving due consideration to the recommendations of the Directors to make a decision in respect of any such proposal as the Trustees may consider in their absolute discretion shall be for the benefit of or in the interests of Beneficiaries or any of them provided however that the Trustees shall vote against any proposal which would result in the disposal or sale of any Shares, or dilution of the proportion of the voting shares in the Company held by the Trust, unless that proposal has first been approved by Beneficiaries pursuant to a Poll.
- 6.9 Increase in Capital:** To consider any recommendation made by the Directors on any proposal to increase the capital of the Company, and after giving due consideration to the recommendations of the Directors, the Trustees may in their discretion agree to such a proposal if the Company requires additional equity capital **PROVIDED HOWEVER** that if any proposed increase in capital would have the possible effect of reducing the percentage of voting shares held by the Trust in the Company, the proposal and any resolution of the Company to effect the increase shall not be approved or supported by the Trustees unless the proposed increase of capital has first been approved by a Poll.

6.10 Major Transactions: The Trustees may not vote on a resolution of the Company in respect of a Major Transaction without first obtaining the directions of Beneficiaries as to voting pursuant to a Poll and will then vote in accordance with such directions. If the Trustees are unable to conduct a Poll prior to the meeting to vote on the Major Transaction, they will vote against the resolution.

6.11 Determining Questions: To determine all questions and matters of doubt which may arise in the course of the trusteeship of the Trust.

7. POWERS OF INVESTMENT

7.1 The Trustees may invest all or any of the Trust Fund in all or any of the following investments:

- (a) shares in or other equity securities or debt securities of the Company or other companies carrying on an electricity lines business or electricity supply business (subject to Part 3 of the Electricity Industry Act 2010), or energy business, or business associated with energy.
- (b) the stock, funds or other securities of the New Zealand Government.
- (c) interest bearing deposit accounts with any Bank.

7.2 The Trustees shall, when exercising their power to invest, exercise the care and skill required by section 30 of the Trusts Act.

7.3 No Trustee shall be liable for a breach of Clause 7.2 merely because the investments of the Trust Fund are not diversified, unless that breach arises from that Trustee's dishonesty, wilful misconduct, or gross negligence.

8. APPOINTMENT, RETIREMENT AND PROCEEDINGS OF TRUSTEES

8.1 The rules in the First Schedule (with such amendments as may be made in the manner in Rule 23 of that schedule) shall govern the appointment, retirement and proceedings of the Trustees and associated matters.

8.2 A person who is a Director or an employee of the Company shall not be eligible to be elected or appointed as a Trustee.

9. DISTRIBUTION OF SHARES

9.1 The Trustees may not sell, charge or otherwise dispose of or deal with any Shares unless the proposed sale charge or disposal has been approved by a Poll conducted pursuant to Clauses 9.3 and 9.5 and (subject to Clause 9.13) a Poll pursuant to Clause 9.9, subject to Clause 9.15.

9.2 A Poll conducted pursuant to Clause 9.3 may include among the proposals on which Beneficiaries vote the additional proposal of a distribution of all or any of the Shares to any Beneficiary nominated by the Trustees or that in lieu of the distribution of Shares that they be sold and the proceeds of sale be distributed to Beneficiaries, Local Authorities or any particular Beneficiary nominated by the Trustees.

9.3 The Trustees shall during September of 1996 and every 6 years thereafter, and may

at any other time, conduct a Poll in accordance with Clause 9.5 to determine whether Beneficiaries voting on the Poll wish Shares to continue to be held by the Trust or be transferred to Beneficiaries or to be transferred to Local Authorities or in accordance with any additional proposal of the Trustees pursuant to Clause 9.2.

9.4 At least one month prior to the conducting of the Poll the Trustees shall prepare and publish a report setting out:

- (a) an analysis of the performance of the Trust to the date of the report together with the advantages and disadvantages of continued Trust ownership of the Shares.
- (b) the advantages and disadvantages of a transfer of the Shares to Beneficiaries or to Local Authorities or a sale of the Shares and a transfer of the proceeds to Beneficiaries or to Local Authorities, and
- (c) any comments by the Directors as to the most appropriate form of ownership of the Shares.

9.5 A Poll conducted pursuant to Clause 9.3 will require Beneficiaries voting to vote separately:

- (a) on the question of whether the Shares held by the Trust should continue to be held by the Trust; and
- (b) if Shares are to be sold or distributed by the Trust whether the Shares (or the proceeds of their sale) should be distributed to Beneficiaries, or to Local Authorities or to any particular Beneficiary nominated by the Trustees pursuant to Clause 9.2.

9.6 If the majority of votes cast on a Poll under Clause 9.5(a) favour the continuation of the Trust holding Shares, that result shall bind the Trustees until a further Poll on that issue is held as provided by Clauses 9.1 and 9.3 and the result of votes cast pursuant to Clause 9.5(b) shall be of no consequence. If the majority of votes cast on a Poll pursuant to Clause 9.5(a) do not support the continued holding of Shares by the Trust the Trustees will (subject to Clause 9.13) prepare a draft distribution plan in accordance with Clause 9.7 in respect of the proposal under Clause 9.5(b) receiving the most votes.

9.7 The draft distribution plan referred to in Clause 9.6 shall include, when relevant:

- (a) whether under the plan the Shares are to be transferred or be sold and the proceeds be distributed and to whom;
- (c) the method of distribution of the Shares or the proceeds of the sale of the Shares, the method of allocation of the Shares or the proceeds of their sale as between Beneficiaries and/or the Local Authorities and the date as at which Beneficiaries will be designated by the Trustees for establishing the Beneficiaries entitled to participate in any distribution;
- (d) the number of Shares to which the plan applies; and

- (e) such other information as may be reasonably necessary to assist Beneficiaries in ascertaining the nature of the proposals in the plan.
- 9.8** The Trustees, once they have prepared a draft distribution plan shall seek the comments of Beneficiaries on the proposals contained in the plan and may adopt such procedure as they think appropriate for obtaining those comments, but shall allow Beneficiaries at least one calendar month from the date of the first publication of the plan within which they may submit to the Trustees their comments on the plan.
- 9.9** After receiving and considering the comments of Beneficiaries on the plan the Trustees may make such amendments to the plan as they believe appropriate but not inconsistent with the substance of the proposal receiving the most votes cast under Clause 9.5(b) and shall then conduct a Poll of Beneficiaries on the proposals contained in the plan so amended.
- 9.10** Where the proposal in the plan is approved by the majority of Beneficiaries voting on the Poll held pursuant to Clause 9.9 the Trustees shall deal with the Shares in accordance with the plan.
- 9.11** Where the proposal in a plan is not approved in the manner referred to in Clause 9.10, the Trustees shall continue to hold the Shares referred to in the plan in the same manner and upon the same terms existing prior to the date of the Poll or if that is not possible as near as is practical to such terms and conditions.
- 9.12** If part only of the proposals in the plan are approved by the Poll the Trustees shall deal with the Shares with all necessary adjustments and modifications that may be necessary, in accordance with such of the proposals in the plan that have been so approved.
- 9.13** The Trustees may by a Unanimous Resolution dispense with Clauses 9.6 to 9.9 where a Poll conducted pursuant to Clause 9.5(b) supports a proposal by a simple majority (and a simple majority of votes cast on the Poll under Clause 9.5(a) do not support the continued holding of shares by the Trust) in which case the Shares may be distributed or sold in accordance with the voting on the Poll.
- 9.14** If the Trustees receive an offer to subscribe for shares in the Company (excluding shares allotted pursuant to section 48 of the Act) or receive or become entitled to a Rights Issue the Trustees may if they so decide allocate or transfer the offer or entitlement to Beneficiaries in such manner and such proportions as the Trustees in their discretion think fit.
- 9.15** Where the sale or distribution of shares is necessary to give effect to a proposal under Clause 6.8 or to a proposal designated to comply with Part 3 of the Electricity Industry Act 2010, then, notwithstanding any of the previous sub-clauses of Clause 9, the proposals shall be put into a single Poll and, if the proposal is approved by such a Poll, the Trustees shall have full authority to carry out whatever is necessary to implement the proposal.

10. POLLS ON OTHER MATTERS

- 10.1** The Trustees may pursuant to a Poll at any time seek the approval of Beneficiaries as to the exercise of the Trustees' powers and duties under this Deed including the power to sell all or any of the Shares and to retain the proceeds of the sale thereof and if the majority of votes cast support the proposal the Trustees may act in accordance with the approval so given which shall be binding on all Beneficiaries. The Trustees may also seek the approval pursuant to a Poll to the distribution of some of the Shares held by the Trust but in that case Clauses 9.1 to 9.12 shall with any necessary modifications apply. A Poll conducted pursuant to this Clause may be conducted concurrently with any other Poll.
- 10.2** Upon at least 5% of the Beneficiaries so requesting in writing the Trustees will pursuant to Clause 9.3 or 10.1 conduct a Poll of the matters referred to in that requisition (including but not restricted to the sale or disposal of any Shares) provided that the Trustees may require such requisitionists to first pay to the Trustees the estimated cost of conducting the Poll including obtaining any professional advice.
- 10.3** Following a Poll conducted under Clauses 10.1 or 10.2 the Trustees may where appropriate prepare a plan and conduct a further Poll in accordance with Clauses 9.6 to 9.12 with any necessary modifications.
- 10.4** All Polls and elections shall be conducted in accordance with the second schedule.

11. INCOME

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

- 11.1 Remuneration and Expenses:** The Trustees will from the net annual income first pay all costs expenses and liabilities (other than term loans) of administering the Trust including remuneration and allowances payable to Trustees as provided by this Deed and expenses incurred in pursuance of their duties.
- 11.2 Accumulation:** The Trustees shall have power in their absolute discretion to accumulate so much of the income of the Trust Fund as they think fit by investing the same so that all such accumulations shall be added to and form part of the capital of the Trust Fund and be held by the Trustees upon the same trusts and with the powers herein declared in respect of such capital but provided that the Trustees may at any time or times resort to such accumulations and pay, apply or appropriate the whole or any part thereof as if the same were income of the Trust Fund arising from the Financial Year in which the same are resorted to.
- 11.3 Discretion as to Income:** The Trustees may, subject to Clause 11.4 and Clause 11.5 pay, apply or appropriate the whole or substantially all of the current net annual income derived by or credited to the Trust Fund or apply Distributions, in any Financial Year to or for or otherwise howsoever for the benefit of the Beneficiaries or such one or more of them to the exclusion of others or other of them in such manner and in such shares and proportions as the Trustees in their absolute and unfettered discretion shall think proper. However, this discretion shall not include any distribution for charitable or political purposes.

- 11.4 Retention of Dividends:** The Trustees shall in respect of any Dividend received be entitled to pay, apply or appropriate that Dividend to Beneficiaries in accordance with Clause 11.3 at any time during the Financial Year to which that Dividend relates or the following Financial Year provided however that the Trustees may defer payment, application or appropriation of any sum or benefit to any Beneficiaries until the Trustees are satisfied that all liability for taxation in respect thereof has been discharged.
- 11.5 Directors Report:** The Trustees may request the Directors to produce a report in respect of each Dividend received by the Trustees which recommends an appropriate allocation of the Dividend amongst the Beneficiaries or classes of Beneficiary based on the contribution made by each class of Beneficiary to the earning of that Dividend and in such report the Directors may classify Beneficiaries in any manner they see fit and in exercising their discretion in accordance with Clause 11.3 the Trustees may have regard to those recommendations but shall not be bound by such recommendations. The general intention of the Trust is that the amount of Dividend Income to be distributed or rebated to each Beneficiary within the District reflects his, her or its contribution to the income of the Company.
- 11.6 Vesting:** Any of the Beneficiaries to whom any income is paid, applied or appropriated by the Trustees pursuant to the provisions of Clause 11.3, shall as from the date of such payment, application or appropriation take an absolute vested interest in such income and as from such date the Trustees shall have no further obligations with respect to the application of such income.
- 11.7 Not to Affect Capital:** The foregoing provisions as to vesting of income shall not operate to vest any part of the capital of the Trust Fund in any of the Beneficiaries.
- 11.8 Trustees not Disqualified:** Each Trustee in its capacity as a Beneficiary shall, notwithstanding the provisions of this Deed or any applicable rule of law or equity, be entitled to receive any benefits as a Beneficiary which may be distributed to Beneficiaries in accordance with Clause 11.3.
- 11.9 Unclaimed Payments:** All payments made to Beneficiaries unclaimed for one year after having been sent to any Beneficiary may be invested or otherwise made use of by the Trustees for the benefit of the Trust Fund until claimed and the Trustees shall be entitled to mingle the amounts of any unclaimed payments with other moneys forming part of the Trust Fund and to credit any income arising in any Financial Year from the investment of such unclaimed payments to the Trust Fund.

12. ADVICE OF LAWYER

- 12.1** The Trustees may obtain and act upon the opinion of any lawyer considered by the Trustees to be appropriately experienced, whether in relation to the interpretation of this Deed or any other document or any statute, as to the administration of the trusts declared and authorised by this Deed or by any other document without being liable to any person who may claim to be in any way beneficially interested in respect of any act done in accordance with such opinion provided that nothing in this clause shall prohibit the Trustees from applying to the Court should the Trustees think fit.

13. TRUSTS OF TRUST FUND

- 13.1** Subject to the distribution or sale of Shares pursuant to Clause 9 Shares shall be held by the Trustees upon trust for the benefit of Beneficiaries.
- 13.2** All or any of the Trust Fund, other than Shares, may be applied by the Trustees as income under Clauses 11.3 and 11.4 as if it were Dividend Income.
- 13.3** From and after the Termination Date the Trustees shall stand possessed of all the Trust Fund including Shares, which have not been paid or distributed upon trust to pay or distribute the same to or for the benefit of the Beneficiaries pursuant to a plan prepared by the Trustees and approved by Beneficiaries by a Poll conducted in accordance with the provisions of Clauses 9.6 to 9.12 with any necessary modifications.
- 13.4** A plan prepared pursuant to Clause 13.3 may be prepared and a Poll conducted at any time before or after the Termination Date.
- 13.5** If the plan prepared by the Trustees pursuant to Clause 13.3 is not approved by a Poll or if for any other reason the Trustees have not paid, or distributed all of the Trust Fund on the day before the first anniversary of the Termination Date the amount then remaining shall be paid or distributed in equal shares to Beneficiaries as at the first anniversary of the Termination Date.

14. INFORMATION TO THE BENEFICIARIES

- 14.1** For the purpose of complying with any requirement to make any document or information available to Beneficiaries or the public, it shall be sufficient if the Trustees:
- (a) either:
 - (i) make that document or information available on an internet website maintained by the Trust, for a period of at least one month after publication of the notice referred to in paragraph (c); or
 - (ii) make a copy of that document or information available for inspection for the same period during normal business hours at an address in the District; or
 - (b) do both of the things referred to in paragraph (a)(i) and (ii); and
 - (c) publish in a newspaper which circulates in the District a public notice stating the general nature of the document or information, and that it is available at the internet address of the website referred to in paragraph (a)(i) and/or at the address referred to in paragraph (a)(ii).
- 14.2** Clause 14.1 does not apply to annual financial statements of the Trust, which are required to be made available in the manner specified in section 100 of the Electricity Industry Act 2010.

15. VARIATION TO TRUST DEED

15.1 Subject to Clause 15.2 this Deed may be altered or amended only by an Unanimous Resolution of the Trustees provided no amendment may be made until the Trustees have:

- (a) first published in accordance with Clause 14 a notice of the proposed amendment;
- (b) made available to Beneficiaries for at least one month after the publication under (a) as provided in Clause 14 particulars of the proposed amendment, the reasons for the proposed amendment and its likely effect, and
- (c) given Beneficiaries, during a period specified in the notice under (a) (being not less than the period of one month referred to in (b)), a reasonable opportunity to comment on the proposed amendment.

15.2 Notwithstanding Clause 15.1, no alteration or amendment may be made to this Deed which has the effect of limiting or restricting the obligations and powers of the Trustees under this Deed to:

- (a) conduct Polls pursuant to Clauses 9.2 to 9.9, 9.13, 10.1 and 10.2 as to the future ownership of Shares; or
- (b) implement the result of such Poll in accordance with Clauses 9.10, 9.12, 9.13 and 10.3.

16. INTERESTED TRUSTEES

16.1 A Trustee may not be a Director .

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

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

16.4 If any question is raised at any meeting as to the materiality of a Trustee's interest or as to the entitlement of any Trustee to vote, that question shall be conclusively determined by a majority decision of the Trustees present at the meeting, excluding any Trustee whose interest is in question.

17. WINDING UP OF THE TRUST

17.1 If the Trust holds less than 5 per cent of the total share capital of the Company and no longer holds any debt security issued by the Company or a resolution to wind up the Trust has not been passed by the Termination Date, the Trustees shall by

resolution wind up the Trust.

- 17.2** On winding up of the Trust, all surplus assets after the payment of all costs, debts and liabilities shall be paid, applied or appropriated to or for or otherwise howsoever for the benefit of Beneficiaries (who may be designated by the Trustees at any date before or after the commencement of winding up) in accordance with Clause 13.3, or, as the case may be, Clause 13.5.

18. LIABILITY

- 18.1** No Trustee acting or purporting to act in the execution of the trusts of this Deed shall be liable for any loss not attributable to his or her own dishonesty, wilful misconduct or gross negligence and in particular no Trustee shall be bound to take or be liable for failure to take any proceedings against a co-Trustee for any breach or alleged breach of trust committed by such co-Trustee.

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

19. INDEMNITY

Any Trustee, officer or employee of the Trust shall be indemnified out of the assets of the Trust for and in respect of any loss or liability which such Trustee, officer or employee may sustain or incur by reason of the carrying out or omission of any function, duty or power of the Trustees under this Deed and in respect of any expenses incurred by the Trustee, officer or employee in the management and administration of the Trust Fund, unless such loss or liability is attributable to such Trustee's, officer's or employee's dishonesty, wilful misconduct or gross negligence.

FIRST SCHEDULE

RULES GOVERNING THE APPOINTMENT, RETIREMENT AND PROCEEDINGS OF THE TRUSTEES

1. INTERPRETATION

These Rules are those referred to in Clause 8 of the Deed and accordingly:

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

PART 1 – CONSTITUTION OF THE TRUSTEES

2. APPOINTMENT OF TRUSTEES

- 2.1** There shall be not more than 6 Trustees.
- 2.2** Beneficiaries shall hold an election as at 30 September 2026 and every two years after that date in order to elect three Trustees. The Trustees so elected shall hold office for a term of four years commencing on 1 October following the date of their election.
- 2.3** As at the date of each election, three Trustees then holding office shall retire from office, and shall be eligible if they so choose to stand for re-election at that election. The Trustees to retire shall be those who have been longest in office since their most recent election or appointment. If it is necessary to choose between two or more Trustees who have been in office for the same period, that choice shall be made by agreement between those Trustees, or failing agreement by lot.
- 2.4** Subject to Rule 2.5, the provisions of the Local Electoral Act 2001 relating to the notice of election, the nomination of candidates, and the conduct of an election by postal vote, will apply to all elections of Trustees held pursuant to Rule 2.2.
- 2.5** The Trustees may at any time by Unanimous Resolution determine that a method of voting not provided for in the Local Electoral Act 2001 is to apply in respect of elections generally or in respect of a specific election. That method may, without limitation, involve voting by electronic communication or by a combination of electronic and postal communication. The Trustees shall give notice of that determination under Clause 14 of the Deed without delay after it is made.
- 2.6** All Trustees must be permanently resident in the District at the time of their election or appointment. A candidate for office as a Trustee who is not already a Trustee must be nominated in writing by at least two Beneficiaries at least 42 days before the date as at which the election is held.
- 2.7** Whereby reason of vacancy, the number of Trustees is reduced below six the remaining Trustees shall by a majority decision appoint some other eligible person

to be a Trustee for the balance of the term of office of the departing Trustee.

2.8 On a Poll or the election of Trustees, a Beneficiary is entitled to one vote for each ICP that Beneficiary owns or uses. For clarity, if two or more persons own or use an ICP and are party to a contract with the Company or an Energy Retailer:

- (a) those persons together shall have one vote for each ICP; and
- (b) if those persons vote or purport to vote differently, the vote of the person named first in the records of the Company or Energy Retailer shall be accepted to the exclusion of the vote of the other person or persons.

3. TRANSITIONAL PROVISIONS

3.1 At 12 September 2024 there are six Trustees, being Janette Osborne, William Oliver, Yvette Ronaldson, Cathryn Prendergast, Guy Whitaker, and Erin Wirihana.

3.2 The provisions of this Rule 3 shall prevail over anything in Rule 2.

3.3 Cathryn Prendergast, Guy Whitaker, and Erin Wirihana shall cease to hold office as Trustees on 31 March 2025, and shall be eligible if they so choose to stand for re-election at the election held as at that date. Each Trustee elected at the election as at 31 March 2025 shall hold office until 30 September 2028.

3.4 Janette Osborne, William Oliver, and Yvette Ronaldson shall cease to hold office as Trustees on 30 September 2026 and shall be eligible if they so choose to stand for re-election at the election held as at that date. Each Trustee elected at the election as at 30 September 2026 shall hold office until 30 September 2030.

3.5 If any person named in Rule 3.1 ceases to hold office as Trustee before the date specified in Rule 3.3 or 3.4, as the case may be, and is replaced by another person in accordance with Rule 2.7, Rules 3.3 and 3.4 shall apply in respect of that other person as if he or she were the Trustee who has been replaced.

4. REMUNERATION AND EXPENSES OF TRUSTEES

4.1 The Trustees will be entitled to remuneration, including a meeting fee and expenses, of such amounts as the Trustees from time to time determine, paid from the Trust Fund.

4.2 The remuneration, meeting fee, and expenses will be reviewed by the Trustees annually. If as a result of the review, there is an increase or decrease, then the amounts payable will be adjusted accordingly.

5. DELEGATION BY TRUSTEES

Any Trustee may, in any of the circumstances permitted by section 70 of the Trusts Act, exercise the powers under that section of delegating to any person, who has been approved by the other Trustees, all or any trusts powers authorities and discretions vested in him or her as a Trustee of the Trust.

6. CHAIRPERSON

The Trustees will elect a chairperson and deputy chairperson at their first meeting after each annual meeting of Beneficiaries held under section 101 of the Electricity Industry Act 2010. The chairperson (or in the absence of the chairperson, the deputy chairperson, or in the absence of both the chairperson and deputy chairperson, a Trustee elected by the meeting) shall take the chair at meetings of the Trustees and shall have a deliberative vote but not a casting vote.

7. QUORUM

A quorum at meetings of the Trustees comprises four trustees if the number of Trustees holding office is six. In all other cases the quorum is the number of Trustees then holding office. No business may be transacted at any meeting if a quorum is not present.

8. LACK OF QUORUM

If within 30 minutes after the time appointed for a meeting of the Trustees a quorum is not present, the meeting is adjourned for 14 days to the same time and place. At least seven days notice of the adjourned meeting must be given, and the notice must include a statement that it is given pursuant to this Rule 8. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, the Trustee or Trustees present are a quorum.

9. CESSATION OF TRUSTEESHIP

A Trustee shall cease to hold office if such Trustee:

- 9.1** has served a term prescribed herein as a Trustee, provided however that at each election a Trustee may seek re-election.
- 9.2** by notice in writing to the secretary of the Trust or if there is no secretary to the then chairperson, resigns his or her office.
- 9.3** becomes mentally incapable.
- 9.4** becomes bankrupt or enters into a composition or assignment for the benefit of his or her creditors.
- 9.5** is absent without leave from three consecutive ordinary meetings of the Trustees.
- 9.6** is convicted of any indictable offence.
- 9.7** is employed by the Company.

10. RECORDING OF CHANGE OF TRUSTEES

The Trustees shall cause an entry of any change of Trustees to be entered in the minute book of the Trust, and will also give notice to the Chairperson or Chief Executive Officer of the Company.

11. VALIDITY OF PROCEEDINGS

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

12. RESCISSION OR VARIATION OF RESOLUTIONS

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

PART II – ADMINISTRATIVE PROVISIONS

13. ORDINARY MEETINGS

The Trustees shall meet at such intervals as they deem appropriate but in any event there will be no less than 6 meetings in any one year period commencing 1 April.

14. SPECIAL MEETINGS

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

15. NOTICE OF MEETINGS

Notice in writing of every meeting whether ordinary or special shall be delivered or sent by post or by such other means as the Trustees from time to time determine, to each Trustee by the secretary (or other person acting under the direction of the Trustees) or (in the case of a special meeting) by or under the direction of the persons summoning it at least 7 days before the date of the meeting. Subject to Rule 8, no notice shall be necessary for adjourned meetings except to Trustees not present at the meeting which was adjourned.

16. CONTENT OF NOTICE

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

17. COMMITTEES

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

18. MINUTES

- 18.1** A minute book, which may be kept in written form and/or electronically shall be provided and kept by the Trustees and all proceedings at all meetings of the Trustees shall be entered in the minute book.
- 18.2** Any such minute signed by the chairperson of the meeting at which the proceedings were had or by the chairperson of the next or subsequent meeting shall be evidence of the proceedings.
- 18.3** Where minutes have been prepared, and signed by the chairperson in accordance with the provisions of this Rule, until the contrary is proved, the meeting will be deemed to have been properly held and properly recorded.

19. MAJORITY DECISIONS

Unless otherwise expressed in the Deed, or in these Rules, all acts and decisions of the Trustees shall be decided by a majority of votes cast at a validly convened meeting. Each Trustee has one vote.

20. SIGNED RESOLUTIONS

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

21. MEETINGS BY AUDIO OR VISUAL LINK

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

- (a) all the participants for the time being entitled to receive notice of a meeting shall be entitled to notice of a meeting in accordance with Rule 15 by audio or visual link and to be linked by audio or visual means for the purpose of such meeting;
- (b) each of the participants taking part in the meeting by audio or visual link, and the secretary or person acting secretarially, must be able to hear each of the others taking part at the commencement of the meeting;
- (c) at the commencement of the meeting each participant must acknowledge his or her presence for the purpose of such meeting to all the others taking part; and
- (d) a participant may not leave the meeting by disconnecting his or her audio or visual link without having previously obtained the express consent of the chairperson of the meeting and shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by audio or visual link unless having obtained the express consent of the chairperson to leave the meeting as aforesaid.

22. EXECUTION OF DOCUMENTS

All documents required to be executed by the Trustees shall be deemed to be validly executed and binding on the Trust if entered into and executed by the authority of the Trustees previously given and signed by at least two Trustees.

PART III – AMENDMENT TO RULES

23. AMENDMENTS

23.1 The provisions in Part II of this schedule may be amended by a resolution of the Trustees. Other provisions of this schedule may be amended pursuant to Clause 15 of the Deed.

23.2 No such resolutions shall be effective unless notice thereof shall have been given in the notice convening the meeting and no such amendment shall conflict with any of the provisions of the Deed or the Act.

SECOND SCHEDULE

RULES GOVERNING THE CONDUCT OF A POLL OR ELECTION

- (1) A Poll shall be conducted in the manner provided in Rules 2.4 , 2.5 and, 2.8 of the First Schedule, with any necessary modifications.
- (2) Each Beneficiary entitled to vote in any election or Poll shall be provided with a postal voting paper or other means (whether electronic or otherwise) by which that Beneficiary may indicate the vote of that Beneficiary. That voting paper or other means is called in this schedule a “**Voting Paper**”.
- (3) The Voting Paper in a Poll may provide for more than one proposal and may provide two or more choices for each proposal, and provision shall be made for voting separately on each such choice.
- (4) A summary of the proposals contained in a Poll and the reasons for them shall at the time the Voting Papers are made available to Beneficiaries be provided to each Beneficiary entitled to vote.
- (5) The closing date for receiving votes shall be at least 14 days after the date Voting Papers are posted to Beneficiaries or otherwise made available to Beneficiaries.
- (6) Every Poll or election shall be conducted under the supervision of a returning officer appointed by the Trustees.
- (7) Any Beneficiary may vote pursuant to a power of attorney. A returning officer may require evidence of that authority before or after the closing of a Poll or election.
- (8) Any failure to comply with the requirements of this schedule, the first schedule, or any other provision of the Deed shall not invalidate a Poll or election unless the Trustees resolve that such failure could have had a material effect on the result of the Poll or election, in which case a new Poll or election shall be held.
- (9) The Trustees may make any additional provisions as to the conduct of Polls or elections, or any particular Poll or election, as they believe expedient or necessary.
- (10) The provisions of this schedule may be amended at any time by a resolution of the Trustees.