

DEED POLL AMENDING AND RESTATING DEED POLL IN RESPECT OF THE ISSUANCE OF DEBT SECURITIES

WELLINGTON REGIONAL COUNCIL (Issuer)

PARTIES

1. **WELLINGTON REGIONAL COUNCIL (Issuer)**

BACKGROUND

- A. The party is party to a deed poll in respect of the issuance of debt securities dated on or about 22 May 2007 (**Deed Poll**).
- B. The party wishes to amend and restate the Deed Poll on the terms set out in this deed.
- C. As at the date of this deed, there are no Term Notes outstanding under the Deed Poll and the Issuer considers that the amendments to the Deed Poll (as contained in and effected by this deed) are of a minor or technical nature, and will not be of any prejudice to the Holders, such that the amendments are permitted under clause 15.3 of the Deed Poll.

THIS DEED RECORDS THAT:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions:** In this deed, unless the context indicates otherwise, words and expressions defined in the Deed Poll have the same meaning when used in this deed.
- 1.2 **Interpretation:** In this deed, unless the context indicates otherwise, the interpretation provisions of the Deed Poll apply as if they were set out in this deed.

2. **EFFECTIVE DATE, AMENDMENT AND CONFIRMATION**

- 2.1 **Effective Date:** This deed is effective as of the date of this deed (**Effective Date**).
- 2.2 **Amendment and Restatement:** With effect from the Effective Date:
 - (a) the Deed Poll is amended and restated in the form set out in the Schedule to this deed; and
 - (b) References in the Deed Poll to "this deed" shall be references to the Deed Poll as amended and restated by this deed.
- 2.3 **Confirmation:** Each of the parties confirms and acknowledges that, except as expressly agreed in this deed, its obligations and covenants under, and the provisions of, the Deed Poll continue and remain in full force and effect.

3. **CONFIRMATION**

Other than as amended and restated by this deed, the Deed Poll remains in full force and effect.

4. GENERAL

- 4.1 Costs:** Unless otherwise stated in this deed, each party will bear its own costs and expenses in connection with the negotiation, preparation and implementation of this deed.
- 4.2 Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of this deed.
- 4.3 Counterparts:** This deed may be signed in counterparts. All executed counterparts will together constitute one document.
- 4.4 Copies:** Any copy of this deed that is received by facsimile or via email in PDF or other document reproduction format (including any copy of any document evidencing a party's signature to this deed) may be relied on by any party as though it were an original copy of this deed. This deed may be entered into on the basis of an exchange of facsimile, PDF or other document reproduction format (in which case each party will promptly deliver an original signed by it to every other party).
- 4.5 Amendment:** No amendment to this deed will be effective unless it is in writing and signed by each party.
- 4.6 Governing Law and Jurisdiction:** This deed is governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this deed.
- 4.7 Delivery:** For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this deed will be delivered by each of the parties hereto (each a **Delivering Party**) immediately on the earlier of:
- 4.8** physical delivery of an original of this deed executed by the relevant Delivering Party into the custody of the other party or other party's solicitors; or
- 4.9** transmission by the relevant Delivering Party or its solicitors (or any other persons authorised in writing by the relevant Delivering Party) of a facsimile, photocopied or scanned copy of an original of this deed, executed by the relevant Delivering Party, to the other party or other party's solicitors.

EXECUTED AND DELIVERED AS A DEED

SIGNED on behalf of **WELLINGTON REGIONAL COUNCIL** by affixing its common seal in the presence of:

Signature of Elected Member

Name of Elected Member

Signature of Elected Member

Name of Elected Member

SCHEDULE
AMENDED AND RESTATED DEED POLL