

Supplemental Deed

in respect of Secured Fixed
Rate Bonds
(Series 2020-1, Tranche 1)

Oceania Healthcare Limited (as Issuer)

Public Trust (as Supervisor)



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SUPPLEMENTAL DEED IN RESPECT OF SECURED FIXED RATE BONDS (SERIES 2020-1, TRANCHE 1)

Date: 25 September 2020

PARTIES

Oceania Healthcare Limited (company number 1656055) as *Issuer*

Public Trust (a Crown entity established under the Public Trust Act 2001) as *Supervisor*

INTRODUCTION

This deed is a supplemental deed (*Supplemental Deed*) entered into as Final Terms in accordance with clause 2.2(b) of the master trust deed dated 25 September 2020 between the Issuer and the Supervisor (the *Master Trust Deed*) to provide for the constitution and issue of the Bonds described in this Supplemental Deed.

IT IS AGREED:

1 INTERPRETATION

The terms of the Master Trust Deed (including, without limitation, the definitions, the references, the rules of construction and miscellaneous provisions set out in clauses 1.1 to 1.5 of the Master Trust Deed) shall apply in this Supplemental Deed and to the Bonds constituted by this Supplemental Deed except to the extent modified in this Supplemental Deed. To that extent, or in the event of any conflict between the provisions of this Supplemental Deed and those of the Master Trust Deed, the provisions of this Supplemental Deed shall prevail over those of the Master Trust Deed.

2 CONDITIONS OF THE BONDS

The Bonds are part of a Retail Series of Secured Bonds which will be Listed.

The Conditions of the Bonds shall be the terms and conditions set out in Schedule 1 (*Terms and Conditions of the Bonds*) to the Master Trust Deed as such terms and conditions are supplemented, modified and/or replaced by the Schedule to this Supplemental Deed.

3 CONDITIONS PRECEDENT TO ISSUANCE

3.1 Documentary Conditions Precedent

The Issuer is not entitled to issue any Bonds until the Supervisor has confirmed to the Issuer in writing that it has received the following in form and substance satisfactory to it:

- (a) duly executed originals of this Supplemental Deed and the Master Trust Deed;
- (b) a copy of the relevant Agency Agreement;



- (c) a copy of the Offer Document in relation to this Tranche that has been lodged with the Registrar of Financial Service Providers;
- (d) a certificate for the purposes of section 103(1)(a)(ii) of the FMCA signed by the Issuer;
- (e) a copy of the certificate of lodgement given by the Registrar of Financial Service Providers under the FMCA in respect of the Offer Document in relation to this Tranche;
- (f) evidence that this Supplemental Deed and the Master Trust Deed have been lodged with the Registrar of Financial Service Providers under the FMCA;
- (g) copies of an Approval Notice (including the Supervisor as an addressee), an Accession Deed and a certificate confirming compliance with obligations relating to the Approval Notice (each as defined in the Security Trust Deed) in respect of the Bonds and the Supervisor (as applicable), each duly executed by the parties thereto;
- (h) a legal opinion from the solicitors to the Issuer regarding the due execution and enforceability of this Supplemental Deed and the Master Trust Deed;
- (i) a certificate signed by a director of the Issuer; and
- (j) confirmation from the solicitors to the Issuer that the Master Trust Deed, this Supplemental Deed and the Offer Document in relation to this Tranche comply with the FMCA and all other applicable laws, including the Listing Rules.

3.2 **Representations and Warranties**

In addition to the requirements set out in clause 3.1, the Issuer agrees not to issue any Bonds unless the representations and warranties in clause 4.1 of the Master Trust Deed are true and correct in all material respects by reference to the facts and circumstances existing as at the Issue Date.

4 **GENERAL**

4.1 **Counterparts**

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

4.2 **Governing law**

This Supplemental Deed shall be governed by and construed in accordance with New Zealand law.

4.3 **Delivery**

Without limiting any other mode of delivery, this Supplemental Deed will be delivered by each party on the earlier of:

- (a) physical delivery of an original of this Supplemental Deed, executed by each party, to the other party, or to the respective party's solicitors; or



- (b) transmission by each party of a scanned or facsimiled copy of an original of this Supplemental Deed, executed by each party, to the other party, or to the respective party's solicitors.

IN WITNESS WHEREOF this deed is executed and delivered by the parties as of the date first written above.

**SCHEDULE: FINAL TERMS**

1	Issuer:	Oceania Healthcare Limited
2	(a) Series Number:	2020-1
	(b) Tranche Number:	1
3	Wholesale or Retail:	Retail Series
		Public Trust is Supervisor in respect of the Bonds
4	Name and address of Registrar and Paying Agent:	Computershare Investor Services Limited Level 2, 159 Hurstmere Road Takapuna Auckland 0622
5	Calculation Agent:	Computershare Investor Services Limited
6	Currency	NZ\$
7	Aggregate principal amount of Tranche:	Up to NZ\$125,000,000 (including oversubscriptions)
8	(a) Issue Date:	19 October 2020
	(b) Interest Commencement Date:	Issue Date
9	Maturity Date:	19 October 2027
10	Issue Price:	Par
11	Denomination:	
	(a) Face value of Bonds:	NZ\$1.00
	(b) Specified Principal Amounts:	NZ\$5,000 and multiples of NZ\$1,000, thereafter
12	Interest Basis:	Fixed rate (further particulars specified below)
13	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Bonds will be redeemed on the Maturity Date at 100% of their principal amount
14	Put/Call Options:	Issuer call (further particulars specified below)
15	Status of Bonds:	Secured Bonds



Provisions relating to interest

16	Fixed Rate Bond provisions:	Applicable
	(a) Interest Rate:	The rate determined by the Issuer in the manner specified in the Offer Document in relation to this Tranche, on the Interest Rate Set Date, which will be announced via NZX on the Interest Rate Set Date. <i>Interest Rate Set Date</i> means the date on which the Interest Rate for the Bonds will be determined by the Issuer in accordance with the Offer Document in relation to this Tranche.
	(b) Interest Payment Dates:	Each date that is: <ul style="list-style-type: none"> (i) an integral multiple of three Months preceding the Maturity Date, with the first Interest Payment Date being the first such date after the Issue Date; or (ii) the Maturity Date
	(c) Business Day Convention:	Following Unadjusted
	• for Interest Payment Dates (other than the Maturity Date):	As above
	• for Maturity Date:	As above
	(d) Day Count Fraction	
	• for Regular Periods:	NZ Govt Bond Basis
	• for other periods:	Actual/365 (Fixed)
17	Floating Rate Bond provisions:	Not applicable
18	Zero Coupon Bond provisions:	Not applicable

Provisions relating to redemption

19	Redemption Amount:	Outstanding principal amount (subject to paragraph 21 below)
20	Investor put:	Not applicable



- 21 Issuer call: Applicable.
- The Issuer may redeem all (but not some only) of the Bonds under Condition 12.3 for the Redemption Amount specified in paragraph 21(b) and any interest accrued on them to (but excluding) the redemption date.
- (a) Optional Call Redemption Dates: Each Interest Payment Date after the third anniversary of the Issue Date
- (b) Redemption Amount: If the Issuer elects to redeem the Bonds under Condition 12.3, the Redemption Amount of each Bond shall be the greater of:
- (i) the outstanding principal amount; and
 - (ii) the market price, calculated as the arithmetic average of the daily volume weighted average price (excluding interest) of Bonds traded through the NZX Debt Market over the 10 Business Days immediately prior to the date on which the Issuer gave the redemption notice (or, if the Bonds have not traded on the NZX Debt Market for at least half of such 10 Business Day period, the average price of the Bonds for that period will be determined by an Independent Adviser (as defined below), excluding interest).
- Independent Adviser* means a financial institution, investment banker, chartered accountant, or other financial adviser, which may include any arranger or manager for the offer of the Bonds (in each case appropriately qualified having regard to the purpose of the appointment):
- (a) selected and appointed by the Issuer and approved by the Supervisor on such terms as the Supervisor may reasonably deem appropriate; or



(b) if the Issuer does not does not make such an appointment within a reasonable period (as determined by the Supervisor in its sole discretion), selected and appointed by the Supervisor following notification to the Issuer.

(c) Notice period (if other than as set out in the Conditions): Not less than 20 Business Days.

General provisions applicable to the Bonds

22	Listing:	NZX
23	Selling restrictions:	See Master Trust Deed



SIGNED AND DELIVERED AS A DEED

ISSUER

Oceania Healthcare Limited by:

EM Coutts
Signature of Director

Isaac
Signature of Director

Elizabeth Coutts
Name of Director

Alan Isaac
Name of Director

SUPERVISOR

Public Trust
by its attorney:

in the presence of:

Signature

Name

Address

Occupation



SIGNED AND DELIVERED AS A DEED

ISSUER

Oceania Healthcare Limited by:

Signature of Director

Signature of Director

Name of Director

Name of Director

SUPERVISOR

Public Trust
by its attorney:

Ireen Muir
Head of Client Services
Corporate Trustee Services
Public Trust
Wellington

in the presence of: Heidi Wu
Business Analyst
Corporate Trustee Services
Public Trust
Wellington

Signature

Name

Address

Occupation

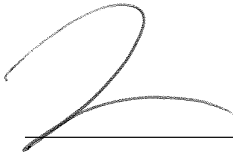
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

PUBLIC TRUST

I, Ireen Muir, of Wellington, hold the office of Head of Client Services, Corporate Trustee Services at Public Trust, an entity established under the Public Trust Act 2001, and certify that:

- 1 by deed dated 28 August 2019, Public Trust appointed me its attorney on the terms and conditions set out in the deed of appointment of attorneys which is deposited at Land Information New Zealand; and
- 2 at the date hereof I hold the position of Head of Client Services, Corporate Trustee Services with Public Trust; and
- 3 at the date of this certificate I have not received any notice of the revocation of that appointment.

Date: 25 September 2020



Signature of attorney

Ireen Muir
Head of Client Services
Corporate Trustee Services
Public Trust
Wellington