

Deed Poll

relating to issues of notes by Heartland Bank

Dated 18 August 2017

**Mayne
Wetherell**

Contents

1.	Interpretation	1
2.	Issue, form and status of Notes	5
3.	Title and transfer	7
4.	Payment of principal amount and interest	8
5.	Calculation of interest	8
6.	Register	9
7.	Payments	10
8.	Taxes	11
9.	Selling restrictions	13
10.	Events of default.....	13
11.	Meetings of Holders	13
12.	Benefit of Deed and amendment	14
13.	Notices	14
14.	General.....	15
15.	Governing law and jurisdiction	16
	Schedule 1 – Particulars of Notes in Register.....	18
	Schedule 2 – Meetings of Holders.....	19

Party

Heartland Bank Limited (**Issuer**)

Introduction

- (A) The Issuer intends to issue Notes from time to time denominated in New Zealand dollars, Australian dollars, or other currencies selected by the Issuer.
 - (B) The Notes are to be constituted by, and subject to the terms and conditions contained in, this Deed and the relevant Supplemental Deed and/or Offering Document for the particular Series of Notes.
-

1. Interpretation

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

Agency Agreement means, in relation to any Series, the registrar and paying agency agreement (howsoever described), pursuant to which the Registrar is appointed as Registrar for the Notes.

Approved Issuer Levy means, in relation to a payment of interest (as defined in section 86F of the Stamp and Cheque Duties Act 1971) under any Note, the levy payable by the Issuer in accordance with section 86J of the Stamp and Cheque Duties Act 1971.

Base Rate means, in relation to a Series, the reference rate as specified or provided for in the relevant Supplemental Deed.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for the transaction of general banking business in Auckland and Wellington.

Class means a category of Notes, which in the reasonable opinion of the Issuer at any particular time, for any particular purpose, constitutes a separate class of Notes, and **Class of Holders** means the Holders of those Notes. A Class may consist of more than one Series.

Conditions means, in relation to a Series of Notes, the terms and conditions applicable to that Series set out in the Supplemental Deed and/or Offering Document for that Series and this Deed.

Deed means this deed and, where used or falling to be interpreted in relation to a particular Series, includes the Supplemental Deed for that Series and refers to this deed as modified and supplemented by that Supplemental Deed.

Dollars and \$ means the lawful currency of New Zealand.

Extraordinary Resolution has the meaning set out in Schedule 2.

Fixed Rate Note means a Note bearing a fixed rate of interest.

Floating Rate Note means a Note bearing interest at a margin over the Base Rate.

FMC Act means the Financial Markets Conduct Act 2013.

Holder means, in relation to a Note at any time, the person whose name is recorded in the Register as the holder of that Note at that time.

Interest Payment Date means, in relation to a Note, a date fixed at the time of the issue of that Note for the payment of interest in respect of that Note as specified or provided for in the relevant Supplemental Deed and recorded in the Register.

Interest Period means, in relation to a Floating Rate Note, a period determined in accordance with clause 5.1 in respect of that Note.

Interest Rate means, in relation to a Note, the rate of interest payable in respect of that Note (which may be a fixed rate or a floating rate) specified or provided for in the relevant Supplemental Deed and recorded in the Register in respect of that Note.

Issue Date means, in relation to a Note, the date on which that Note is issued, being the date specified or provided for in the relevant Supplemental Deed and recorded in the Register.

Issuer means Heartland Bank Limited.

Listing Rules means the NZX Main Board/Debt Market listing rules of NZX in force from time to time.

Margin means, in relation to a Floating Rate Note, the margin specified at the time of issue and recorded as such in the Register in respect of that Floating Rate Note.

Maturity Date means, in relation to a Note, the date for the repayment of that Note, being the date specified or provided for in the relevant Supplemental Deed and recorded in the Register in respect of that Note.

Minimum Principal Amount means, in relation to a Series of Notes, the minimum Principal Amount (if any) of the Notes forming part of that Series, being the amount specified as such or provided for in the relevant Supplemental Deed for that Series.

Note means a note, bond or other instrument by whatever name called constituted by, and subject to the terms and conditions set out in, this Deed and the relevant Supplemental Deed and/or Offering Document.

NZClear means the securities clearing and settlement facility known as the NZClear System and includes any securities clearing and/or settlement facility which replaces or supersedes it from time to time.

NZ GAAP means generally accepted accounting practice in New Zealand as defined in section 8 of the Financial Reporting Act 2013.

NZX means NZX Limited, and includes any body or authority which may in the future assume and perform the functions of NZX Limited.

Offering Document means in relation to a Series of Notes, the current offering document prepared by, or on behalf and with the approval of, the Issuer in relation to that Series, together with all documents to be distributed with or which form part of that offering document. For the avoidance of doubt, this includes a product disclosure statement, limited disclosure document or other disclosure document required under clause 26 of schedule 1 of the FMC Act (as applicable), an information memorandum and a terms sheet.

Outstanding means, at any time with respect to Notes, all Notes which have not been redeemed, cancelled or repaid in full by the Issuer at that time.

Principal Amount means, in relation to a Note, the amount (other than interest) payable on repayment of that Note, being the amount specified as such or provided for in the relevant Supplemental Deed for that Series.

Record Date means, in relation to a payment (whether of principal or interest) due on a Note, 5:00pm on the tenth day before the relevant interest payment date.

Register means the register of the Notes maintained in accordance with this Deed.

Registrar means, in respect of any Series of Notes, the person named in the relevant Agency Agreement and specified in the Supplemental Deed for that Series as the registrar for that Series or any successor appointed in relation to that Series.

Series means all Notes issued pursuant to a particular Supplemental Deed.

Statement means a statement issued by the Issuer to a Holder in relation to the Notes held by that Holder, if applicable, in compliance with the Listing Rules.

Subsidiary means:

- (a) a subsidiary, within the meaning of section 5 of the Companies Act, of the Issuer;
or
- (b) a subsidiary, in accordance with NZ GAAP, of the Issuer.

Supplemental Deed means a deed supplemental to this deed constituting and setting out or providing for the terms and conditions of a Series of Notes.

1.2 **References:** Except to the extent that the context otherwise requires, any reference in this Deed to:

an **authorisation** includes:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a governmental agency; or
- (b) in relation to anything which will be proscribed or restricted in whole or part by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of such period without such intervention or action.

any **clause** or **schedule** is a reference to a clause of, or a schedule to, this agreement.

a **document** includes that document as amended or replaced from time to time.

any **governmental agency** includes any government or any governmental, semi-governmental or judicial entity or authority, or legislative body, or any person or body charged with the administration of any law. It also includes any self-regulatory organisation established under statute or any stock exchange.

indebtedness includes any obligation (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise) relating to the payment or repayment of money.

a **law** includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute or other legislative measure, in each case of any jurisdiction whatever and **lawful** and **unlawful** shall be construed accordingly.

a **person** includes an individual, firm, company, corporation or unincorporated body of persons, state, or governmental agency (in each case, whether or not having separate legal personality).

a **security** includes a mortgage, charge, lien, pledge, security interest of any nature, and any other arrangement having like economic effect over any property, assets or revenues and **unsecured** means not subject to a security.

tax includes any present or future tax, levy, impost, duty, rate, charge, fee, deduction or withholding of any nature and whatever called (including, for the avoidance of doubt, Approved Issuer Levy), imposed or levied by any government or governmental agency, together with any interest, penalty, charge, fee or other amount imposed or made on or in respect of any of the foregoing.

tax resident means resident in New Zealand for tax purposes or engaged in business in New Zealand through a fixed establishment in New Zealand and **tax residency** and **non-tax resident** shall be construed accordingly.

written and in writing includes all means of reproducing words in a tangible and permanently visible form.

1.3 Miscellaneous:

- (a) The introduction to and headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed.
- (b) Unless the context otherwise requires words denoting only the singular number include the plural and vice versa.
- (c) References to any legislation or to any provision of any legislation are deemed to be references to that legislation or provision as from time to time amended (including by way of exemption), re-enacted or substituted and, unless the context otherwise requires, also include any statutory instrument issued under any such legislation or provision.
- (d) References to any document include references to such document as modified, novated, supplemented, varied or replaced from time to time.
- (e) References to any party to this Deed or any other document shall include its successors or permitted assigns.
- (f) References to a time of day shall be references to New Zealand time unless otherwise stated.
- (g) Anything which may be done at any time may also be done from time to time.
- (h) A reference to a requirement of the Listing Rules means that requirement as modified, varied or supplemented by any ruling or waiver given in respect thereof.

2. Issue, form and status of Notes

2.1 Issue and creation:

- (a) Notes may be issued by the Issuer under this Deed at the times, in the amounts, to the persons, on the Conditions and at the prices from time to time determined by the Issuer. Without limitation, such Notes may bear interest at a fixed or floating rate of interest, may be subordinated or unsubordinated, and may be secured or unsecured, as specified in the relevant Supplemental Deed.
- (b) Each Note shall be issued and created by entering in the Register the particulars of that Note, substantially as specified in Schedule 1.
- (c) The Notes will be held subject to the provisions contained in this Deed, including any additional Conditions relating to any Note as specified or provided for in the relevant Supplemental Deed and/or Offering Document or recorded in the Register (as contemplated by paragraph 15 of Schedule 1), all of which shall be binding

upon the Issuer and the Holders and all persons claiming through or under them respectively. Holders shall be deemed to have notice of the applicable Conditions.

- 2.2 **Application:** The terms and conditions of this Deed will apply in respect of all debt securities issued by the Issuer after the date of this Deed in respect of which the Issuer states (whether in an Offering Document, Supplemental Deed, any agreement, the certificate of title for the debt securities (if any), or otherwise in writing) that those debt securities are intended to be constituted by and issued subject to this Deed.
- 2.3 **Form of Notes:** Unless otherwise specified in the relevant Supplemental Deed, the Notes will be issued in registered, uncertificated book entry form and no certificates of title will be issued to Holders.
- 2.4 **Status:** Where the Principal Amount of and interest on the Notes are direct, unsecured, unsubordinated obligations of the Issuer, the Issuer undertakes to the Holders that its indebtedness under this Deed and the Notes will at all times rank at least equally in right of payment with all its other unsecured, unsubordinated indebtedness, other than indebtedness preferred solely by operation of law.
- 2.5 **Supplemental Deed:**
- (a) Each Series of Notes shall be subject to the terms and conditions set out or provided for in a Supplemental Deed and/or Offering Document and (as modified and supplemented by any Supplemental Deed) this Deed.
 - (b) To the extent that the Supplemental Deed modifies this Deed, or in the event of any conflict between the provisions of that Supplemental Deed and those of this Deed, that Supplemental Deed shall prevail over this deed in relation to that Series.
 - (c) The provisions of the relevant Supplemental Deed and this Deed read together in accordance with this clause 2.5 shall constitute the Conditions for the Notes of the relevant Series.
- 2.6 **Listing:** The Issuer may seek to have any Series of Notes listed and quoted on the New Zealand stock exchange or any other stock exchange as specified or provided for in the relevant Supplemental Deed.
- 2.7 **Statements and confirmations:** The Issuer must issue, or cause to be issued, to each Holder, a Statement in relation to each Note issued to that Holder, in accordance with, and in the time required by, the Listing Rules. If required by law, the Issuer shall issue, or cause to be issued, a confirmation which complies with the FMC Act and any other applicable law. A Statement or confirmation issued in respect of a Note will not constitute a document of title.

3. Title and transfer

3.1 **Transfer:** Subject to any restrictions on transfer contained in the Conditions relating to any Note, title to a Note may be transferred by:

- (a) means of any clearing and settlement system operated by NZX from time to time;
- (b) a transfer in any commonly used form which complies with the standard form and procedure of the Registrar and which is produced to the Registrar; or
- (c) any other method of transfer of marketable securities that is not contrary to any law and that may be operated in accordance with any listing rules of NZX and that is approved by the Issuer.

The Issuer shall cause the Registrar to thereupon record the name and address of the transferee in the Register.

3.2 **NZClear:** Notwithstanding clause 3.1, where Notes are lodged in NZClear the beneficial interest in those Notes may be transferred in accordance with the NZClear rules.

3.3 **Partial transfers:** Subject to any restrictions on transfer contained in the Conditions relating to any Note, a Holder may transfer part of its interest in a Note.

3.4 **Fees:** The Issuer shall not charge the Holders for:

- (a) the registration of any holding of Notes; or
- (b) the transfer of any Notes.

The Issuer may, however, require the payment of any taxes and other governmental charges payable as a result of a transfer.

3.5 **Refusal to register transfers:** The Issuer may direct the Registrar to refuse to register any transfer of Notes where the Conditions or the Listing Rules or any applicable law permits the Issuer to do so. The Registrar shall refuse to register any transfer where this Deed or the Listing Rules or any applicable law requires the Issuer to refuse to register the transfer.

3.6 **Notice of refusal to register:** Where registration of a transfer of Notes is refused under clause 3.5, the Issuer must cause the Registrar to give written notice of the refusal and the reasons for the refusal to the party lodging the transfer within five Business Days after the date on which the transfer was lodged. Failure to give any such notice will not invalidate the refusal to register.

3.7 **Sale of less than minimum holding:**

- (a) The Issuer may at any time give notice to any Holder holding less than the minimum holding (as defined in the Listing Rules) of a Series of Notes that are quoted on NZX that the Issuer intends to exercise the power of sale of those Notes set out in this clause 3.7, subject to and in accordance with the Listing Rules.

- (b) If the Issuer's power of sale is exercised:
 - (i) the Issuer may arrange for the sale of those Notes through NZX or in some other manner approved by NZX; and
 - (ii) the Holder will be deemed to have authorised the Issuer to act on the Holder's behalf and to execute all necessary documents for the purposes of that sale;
 - (iii) the Issuer shall account to the Holder for the net proceeds of sale of the Notes (after deduction of reasonable sale expenses), which are to be held on trust for the Holder by the Issuer and paid to the Holder on surrender of any Statement for the Notes sold; and
- (c) the title of a purchaser of any Notes sold in accordance with this clause 3.7 will not be affected by any irregularity or invalidity in the exercise of the power of sale or the sale itself.

4. Payment of principal amount and interest

4.1 **Principal Amount:** The Issuer shall, on the Maturity Date of each Note, unconditionally pay or cause to be paid to, or to the order of, the relevant Holder, the Principal Amount of that Note, in accordance with the Conditions.

4.2 **Interest:** Subject to the Conditions applicable to a Note, the Issuer shall pay interest on each Interest Payment Date:

- (a) on each Floating Rate Note for each Interest Period at the rate per annum equal to the aggregate of the Base Rate for that Interest Period and the Margin for that Floating Rate Note; and
- (b) on each Fixed Rate Note, at the Interest Rate for that Fixed Rate Note.

4.3 **Default interest:** If any amount payable in respect of a Note is not paid on its due date, interest shall accrue on the unpaid amount (after, as well as before, judgment) at the rate specified or provided for in the Supplemental Deed.

5. Calculation of interest

5.1 **Interest Periods:** Each Interest Period in relation to a Floating Rate Note shall be a period of one, two, three, four, five or six months' duration (as specified or provided for in the relevant Supplemental Deed and entered in the Register) and:

- (a) the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the next Interest Payment Date and each subsequent Interest Period

will commence on (and include) the Interest Payment Date of the previous Interest Period and end on (but exclude) the next Interest Payment Date;

- (b) if an Interest Period would otherwise end on a day which is not a Business Day it will be extended to the next Business Day; and
- (c) if the final Interest Period would otherwise extend beyond the Maturity Date it will end on the Maturity Date.

5.2 **Basis for calculation:** Interest shall be calculated on the Principal Amount of each Floating Rate Note on the basis of the number of days in the relevant Interest Period and a year of 365 days. Interest shall accrue from day to day and shall be paid to the Holder in arrears on the Interest Payment Date for that Interest Period.

5.3 **Fixed Rate Notes:** Interest shall be calculated on the Principal Amount of each Fixed Rate Note and shall be payable in arrear in equal quarterly, semi-annual, annual or other instalments on each Interest Payment Date for that Fixed Rate Note, as specified or provided for in the relevant Supplemental Deed and entered in the Register.

6. Register

6.1 **Register:** The Issuer shall at all times while Notes are Outstanding maintain the Register, or cause the Register to be maintained, which must record in respect of each Note the information specified in Schedule 1 and otherwise in accordance with this Deed and the Listing Rules.

6.2 **Reliance on Register:** The Issuer and the Registrar will be entitled to rely upon the entries in the Register as constituting the sole and conclusive record of the terms of all Notes and as to the persons entitled to the Notes. In particular, neither the Issuer nor the Registrar shall be liable to any Holder or former Holder for relying on the Register or for accepting in good faith as valid any detail recorded on the Register subsequently found to be forged, irregular or not authentic.

6.3 **Register paramount:** Except as ordered by a court of competent jurisdiction, the Issuer is entitled to recognise the Holder of a Note as the absolute owner of the Note and shall not be bound by any actual or constructive notice of any trust (express, implied or constructive), encumbrance or security or other adverse interest to which any Note may be subject. No recognition of any trust (express, implied or constructive), encumbrance or security or other adverse interest shall be entered on the Register. In the event of any conflict between any certificate, Statement or other document issued to a Holder in respect of a Note and the Register, the Register shall prevail.

6.4 **Correction of errors:** The Issuer may, on such evidence as appears to it to be sufficient, correct errors and remedy omissions in the Register.

6.5 Co-ownership Notes:

- (a) Where two or more persons are registered as Holders of the same Note(s) by virtue of any application for Notes, transfer or other instrument, then those persons will be deemed to hold the Note(s) as joint tenants with right of survivorship.
- (b) If two or more persons apply, whether on application for any Notes or by transfer or other instrument, to be registered as Holders as tenants in common, the Issuer may, after notifying the persons of its intention to do so, divide the Notes into parcels which represent each such person's share. If the Notes cannot be divided into shares each of which share would comply with the applicable Minimum Principal Amounts (and any multiples thereof), the Issuer may refuse to accept the application, transfer or other instrument (as the case may be).

6.6 Acquisition of Notes by operation of law: When the right to any Note is acquired by any person in any manner other than by way of a transfer under this Deed (whether on the dissolution, death or bankruptcy of the relevant Holder, or under a writ of execution, or otherwise), the Issuer, on application by or on behalf of that person and on being satisfied that such person is legally entitled to be registered as the Holder of that Note, will cause the Registrar to enter that person's name in the Register as the Holder of that Note accordingly.

6.7 Disclosure: The Issuer must disclose to a Holder who so requests, any information held on the Register which relates to the Note(s) registered in the name of that Holder. For this purpose, the Issuer must allow a Holder to, in so far as it relates to Notes registered in the name of that Holder, inspect and take extracts (including electronic copies) from the Register, at reasonable times during the office hours of the relevant Registrar and subject to any applicable laws, without payment of any fee.

6.8 Closing of Register: The Issuer may, from time to time, close the Register for any period or periods not exceeding, in aggregate, 20 Business Days in any one year. Any such closure may not exceed the time, if any, permitted by NZX.

6.9 Notification by Holders: Any change of name or address of any Holder or any change in any other information required to be inserted in the Register in respect of any Holder shall immediately be notified to the Issuer in writing by that Holder, or in the case of a joint holding, by all such joint Holders.

7. Payments

7.1 Payment to Holder: Payment of any amount in respect of a Note (less any amount required to be deducted in accordance with clause 8) will be made to the person whose name appears in the Register as the Holder of the Note on the Record Date in respect of the relevant payment. If more than one person is so named in the Register, payment will be made to the first person so named.

7.2 Method of payment: All payments in respect of any Note held by a Holder shall be paid by the Issuer in accordance with the NZClear rules or (if applicable) or to a bank account

specified by the Holder and recorded in the Register, or failing that by cheque sent or delivered to the Holder (in the same manner provided for in clause 13). No notice of changes to a Holder's details for the purposes of receiving payments will have effect in respect of any payment unless received by the Issuer or the Registrar on or before the Record Date for that payment. A notice from one of several Holders of the same Note shall be deemed to be given by all such Holders.

- 7.3 **Currency:** Payments in relation to any Note will be made in the currency of that Note unless otherwise stated in the relevant Conditions.
- 7.4 **Business Day:** If any Interest Payment Date or the Maturity Date of a Note is not a Business Day, the due date for the payment to be made on that date will be the following Business Day and all other provisions of this Deed will be read and construed accordingly.
- 7.5 **Unpaid monies owing:** The Holder of a Note is not entitled to receive any payment (including a payment of interest) in respect of that Note if, on the relevant payment date, there are any unpaid monies owing by the Holder to the Issuer in respect of that Note.
- 7.6 **Unclaimed money:** If any payment made by the Issuer to any Holder is returned unclaimed, the amount concerned (**unclaimed money**) must (unless the Issuer or the Register has in the meantime received notice of a change of payment details to be entered in the Register) be returned to the Issuer. The Issuer is not obliged to invest or pay to a Holder any interest on any unclaimed money. The Issuer will have no liability in respect of the unclaimed money and it shall be taken to be forfeited to the Issuer for the Issuer's benefit and shall no longer be treated as unclaimed money if it remains unclaimed six years after the original date of payment.
- 7.7 **Reinstatement:** If any payment made to a Holder by, or on behalf of, the Issuer is subsequently rescinded, avoided or is otherwise restored to the Issuer, that payment will be deemed not to have discharged or affected the liability of the Issuer in respect of which that payment was made. In that event the relevant Holder and the Issuer will be restored to the position in which each would have been, and be entitled to exercise all the rights which each would have had, if such payment had not been made.

8. Taxes

- 8.1 **Deductions or withholdings:** All sums payable under a Note or under this Deed must be paid:
- (a) free of any restriction or condition;
 - (b) free and clear of, and (except to the extent required by law or as provided in this clause 8) without any deduction or withholding on account of, any taxes; and
 - (c) without deduction or withholding on account of any other amount whether by way of set-off or otherwise (except as provided in clauses 8.2, 8.3 and 8.4).

- 8.2 **Non-resident withholding tax:** New Zealand non-resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to a Holder (including, if applicable, any person who beneficially derives interest under the relevant Note) who is a non-tax resident other than where that non-tax resident Holder derives interest under a Note jointly with one or more persons one of whom is tax resident, in which case New Zealand resident withholding tax will be deducted. Unless otherwise stated in the relevant Supplemental Deed or Offering Document, if the Issuer is lawfully able to pay Approved Issuer Levy in respect of any payment of interest (or deemed interest) to non-tax resident Holders, the Issuer shall pay the Approved Issuer Levy to the appropriate authority and shall deduct the amount paid from the interest (or deemed interest) payable to those Holders in lieu of deducting New Zealand non-resident withholding tax from that payment at the rate otherwise applicable.
- 8.3 **Resident withholding tax:** New Zealand resident withholding tax will be deducted from payments of interest (or payments deemed by law to be interest) to a Holder (including, if applicable, any person who beneficially derives interest under the relevant Note) who is tax resident unless that Holder provides to the Issuer on or before the Record Date for the relevant payment an appropriate exemption certificate that no such tax need be deducted.
- 8.4 **Other withholding:** If the Issuer is required by law to make any other deduction or withholding from any payment made in respect of any Note the amount required will be deducted from that payment and paid to the relevant revenue authority by the due date.
- 8.5 **No gross-up:** The Issuer will not be required to and will not make any additional payment by way of gross-up or otherwise with respect to the deduction or withholding from any payment made in respect of the Notes under clause 8.2, 8.3 or 8.4. If, in respect of any Note, the Issuer becomes liable to make any payment of, or on account of, tax payable by any Holder (including, if applicable, any person who beneficially derives interest under the relevant Note), then the Issuer shall be indemnified by the relevant Holder in respect of such liability. Any moneys paid by the Issuer in respect of such liability may be recovered from that Holder as a debt due to the Issuer and may be withheld from any further payments to that Holder. Nothing in this clause will prejudice or affect any other right or remedy of the Issuer.
- 8.6 **Maximum rate:** Deductions of non-resident or resident withholding tax will be made at the maximum rates from time to time applicable unless a Holder provides evidence to the Issuer (acceptable to it) that a lesser rate is applicable.
- 8.7 **Tax status:** The Issuer shall be entitled for the purposes of this clause 8 to rely, without further enquiry, upon any evidence produced or statement made by, or on behalf of, a Holder in relation to that Holder's tax status or tax residency and to regard the Holders entered in the Register as the only beneficial owners of, or the only persons who beneficially derive interest under, the relevant Notes. The Holder is solely responsible for establishing to the satisfaction of the Issuer (or the Registrar on its behalf), not later than 10 Business Days prior to the relevant Record Date for the relevant payment of interest, that there has been a change or alteration of a Holder's tax status or tax residency previously notified to, or assumed by, the Issuer and the Registrar.

8.8 **Information:** Each Holder of a Note agrees that it will from time to time upon reasonable request by the Issuer supply to the Issuer such information as the Issuer reasonably requests for the Issuer to comply with its obligations under applicable law.

9. Selling restrictions

9.1 **Compliance with laws:** The Notes may only be offered for issue or sale in conformity with all applicable laws and regulations in any jurisdiction in which they are offered, sold or delivered. No Offering Document or advertisement in respect of the Notes may be published or distributed in or from any country or jurisdiction except under circumstances which will result in compliance with all applicable laws and regulations in that country or jurisdiction.

9.2 **Indemnity by Holders:** By its purchase of Notes, each Holder agrees to indemnify the Issuer in respect of any expense, loss or liability sustained or incurred by the Issuer as a result of the breach by that Holder of the restrictions contained in clause 9.1 or specified or provided for in the relevant Supplemental Deed.

10. Events of default

10.1 **Events of default:** If any of the following events occurs:

- (a) **Non-payment:** Any amount payable under this Deed is not paid within 10 Business Days of its due date;
- (b) **Receiver etc:** a receiver, liquidator or provisional liquidator is appointed of, or an encumbrancer takes possession of, or exercises its power of sale in respect of, the whole or any material part of the assets of the Issuer (except for the purpose of and followed by a solvent reconstruction); or
- (c) **Statutory management:** a statutory manager is appointed under the Reserve Bank of New Zealand Act 1989 in respect of the Issuer,

then, and in any such event, any Holder may by notice in writing to the Issuer declare any Note held by it to be immediately due and payable. If a Holder makes such a declaration, then the Issuer shall immediately pay to that Holder the Principal Amount of that Note together with accrued interest thereon to the date of payment.

11. Meetings of Holders

11.1 **Meetings:** All meetings of Holders, or of any Class of Holders, will be convened and held in accordance with the provisions set out in Schedule 2.

12. Benefit of Deed and amendment

12.1 **Acknowledgement:** The Issuer acknowledges that this Deed is made for the benefit of, and is intended to be enforceable by, any person who is from time to time a Holder.

12.2 **Limited right to amend:** Except as provided in clause 12.3 the Issuer may not cancel, vary or amend any provision of this Deed while any Notes are Outstanding.

12.3 **Amendment without consent:** The Issuer may, by a deed supplemental to this Deed, amend the provisions of this Deed:

- (a) without the consent of any Holder where such amendment:
 - (i) is of a minor, formal, administrative or technical nature;
 - (ii) is to correct an ambiguity or correct a manifest error;
 - (iii) is to comply with the requirements or a modification of the requirements of any applicable law or any rules of any stock exchange in New Zealand or elsewhere;
 - (iv) is necessary for the purpose of obtaining or maintaining a quotation of any Notes on any stock exchange in New Zealand or elsewhere; or
 - (v) is expressed to be inapplicable to any Notes then Outstanding; or
- (b) if the amendment is approved by an Extraordinary Resolution of Holders.

12.4 **Amendment with consent of Holders:** Where an amendment requiring approval of the Holders relates to or arises from any general change in the constitution, affairs or business of the Issuer, such approval shall not be required to be dealt with by way of separate meetings of each such Class of Holders.

12.5 **Notice:** Notice of any proposed amendment under clause 12.3(a) shall be given by the Issuer to each Holder or, if it affects one or more Classes of Holders but not all Classes of Holders, to the Holders of each affected Class of Holders, not less than 10 Business Days before the date on which it is intended that such amendment take effect, but the non-receipt of notice by any such Holder shall not affect the validity of any such amendment.

13. Notices

13.1 **Notices:** Each notice or other communication to be given or made under this Deed to any person must:

- (a) **Writing:** be given or made in writing by email (subject to clause 13.2) or letter;
- (b) **Address:** be given or made to:

- (i) the Issuer at the address, and marked for the attention of that person (if any), from time to time designated by the Issuer for the purposes of this Deed;
 - (ii) the Holders, at the address last entered in the Register;
- (c) **Deemed delivery:** not be effective until received by that person, and any such notice or communication shall be deemed to be received by that person:
- (i) (if given or made by letter) when left at the address of that person or five Business Days after being put in the post, postage prepaid, and addressed to that person at that address; or
 - (ii) (if given or made by email) on the day it was sent provided the computer system used to transmit the communication has received an acknowledgement of receipt to the email address of the person transmitting the communication or has not generated a record that the communication has failed to be transmitted,

provided that any notice or communication received or deemed received after 5:00pm on a working day in the place to which it is sent, or on a day which is not a working day in that place, shall be deemed not to have been received until the next working day in that place. Any notice given by the Issuer to one of several Holders of the same Notes shall be deemed to have been given to all such Holders.

13.2 **Email:** Any notice or other communication to be given under this Deed to a Holder may only be given by email where the Holder has agreed that that communication, or communications of that type, may be given by email.

13.3 **Initial contact details:** The initial address, email and person so designated by the Issuer is set out below:

Heartland Bank Limited
35 Teed Street
Newmarket
Auckland 1023

Phone No: 09 9279136
Email: Michael.Drumm@heartland.co.nz
Attention: General Counsel

13.4 **Joint Holders:** In the case of joint holders of Notes, a notice given to the Holder whose name stands first in the Register in respect of such holding shall be sufficient notice to all the joint holders.

14. General

- 14.1 **Waivers and remedies:** Time shall be of the essence of this Deed but no delay in acting, or failure to act, by a Holder is a waiver of any of that Holder's rights. The rights provided in this Deed do not exclude any rights provided by law.
- 14.2 **Further issues:** Subject to any agreement to the contrary contained in any dealer or subscription agreement relating to the issue of any Notes, the Issuer may from time to time, without the consent of the Holders, issue notes or other debt obligations on such other terms and conditions as the Issuer may think fit (including with the benefit of security), whether under this Deed or otherwise.
- 14.3 **Documents:** Copies of this Deed and the Offering Document (if any) relating to Notes held by the relevant Holder will be made available by the Issuer for inspection during usual business hours at the office of the Issuer being, at the date of this Deed, as set out in clause 13.3 and as otherwise stated in any Offering Document. Each Holder will be deemed to have notice of the provisions of this Deed.
- 14.4 **Remedies cumulative:** The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights, powers or remedies provided by law.
- 14.5 **Survival:** The indemnities contained in this Deed will survive the payment of all the Notes and the termination of this Deed.

15. Governing law and jurisdiction

- 15.1 This Deed and the Notes are governed by and will be construed in accordance with the laws of New Zealand. The Holders submit to the non-exclusive jurisdiction of the New Zealand courts.
-

Execution Page

Signed as a Deed

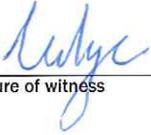
Signed by **Heartland Bank Limited** by its attorney in
the presence of:



Signature of attorney

Michael Drum

Name of attorney



Signature of witness

Name of witness

**TESSA BUDGE
SOLICITOR
AUCKLAND**

Occupation

City/town of residence

Schedule 1 – Particulars of Notes in Register

1. Type of Note.
2. Series identifier.
3. Issue Date.
4. Interest Periods, including first Interest Period.
5. Early repayment date.
6. Maturity Date.
7. Principal Amount.
8. Name, address and (where known) tax residency of Holder.
9. Interest Rate / Base Rate and Margin.
10. Interest Payment Dates.
11. Details of the account to which payments in respect of the Note are to be made.
12. Transfers of the Note and the date on which the Note was transferred to the Holder.
13. Cancellation of the Note.
14. Details of any resident withholding tax exemption certificates held by Holder.
15. Any other information required by law and / or by the NZClear rules.

Schedule 2 – Meetings of Holders

1. Definitions

1.1 In these provisions:

Appointed Time means the day and time at which any meeting (or adjourned meeting) of Holders or the taking of a poll of Holders (not at a meeting of Holders) is due to be held.

Auditors means the auditors for the time being of the Issuer.

Extraordinary Resolution means a resolution passed at a meeting of Holders, properly convened and held in accordance with the provisions of this schedule, and approved by Holders holding Notes with a Principal Amount of no less than 75% of the aggregate Principal Amount of the Notes held by those persons who are entitled to vote and who vote on the question.

Proxy Closing Time means 48 hours before the Appointed Time of the relevant meeting or adjourned meeting of Holders or taking of a poll of Holders.

regulation means a clause of this schedule.

Representative means:

- (a) in the case of an individual Holder, a person appointed by an instrument of proxy or by power of attorney or, in the event of the death of a Holder, the personal representative of that Holder, or, in the case of a Holder who is bankrupt, the assignee in bankruptcy of that Holder;
- (b) in the case of a Holder which is a corporation either:
 - (i) a person appointed by an instrument of proxy or by power of attorney; or
 - (ii) a person authorised by the directors of the corporation a person authorised pursuant to its constitution.

1.2 **Classes:** Where in accordance with the provisions of this Deed, a meeting of a Class or Classes of Holders (rather than all Classes of Holders) is to be convened, all references to “Notes” and to “Holders” are references in this schedule to Notes in the relevant Class or Classes and to Holders of the relevant Class or Classes only.

2. Convening

2.1 **Meeting required by law:** The Issuer shall, whenever required to do so by law, convene a meeting of the Holders.

2.2 **By Issuer:** The Issuer may at any time of its own volition convene a meeting of the Holders.

- 2.3 **By Holders:** The Issuer shall, at the request in writing of Holders holding not less than 10% of the aggregate Principal Amount of the Notes, convene a meeting of the Holders. The request must state the nature of the business proposed to be dealt with at the meeting concerned.
- 2.4 **Place of meeting:** Each meeting will be held the place designated by the Issuer.
- 2.5 **Regulations:** Meetings of Holders shall be convened and held in accordance with the provisions of this schedule or such supplemental rules or procedures for meetings, and/or variations to the rules and procedures applying to such meeting set out in this schedule, as the Issuer may determine from time to time.
- 2.6 **Methods of holding meetings:** A meeting of Holders may be held by a quorum of Holders or their Representatives:
- (a) being assembled together at the time and place appointed for the meeting;
 - (b) participating in the meeting by means of audio, audio and visual, or electronic communication provided that the Issuer approves such means and each Holder or its Representative complies with any conditions imposed by the Issuer in relation to the use of such means; or
 - (c) by a combination of both of the methods described in regulations 2.6(a) and 2.6(b) above.

3. Notice of meetings

- 3.1 **Persons to be notified:** Notice of every meeting shall be given in the manner provided in clause 13 of this Deed to:
- (a) every Holder entered in the Register as at the close of business five Business Days prior to the date of despatch of the notice;
 - (b) every personal representative or assignee in bankruptcy of any such Holder who, to the actual knowledge of the Issuer, is deceased or bankrupt as the case may be;
 - (c) if the relevant Notes are listed, any stock exchange on which those Notes are listed; and
 - (d) the Auditors and every director of the Issuer.
- 3.2 **Time for notification:** Subject to regulation 3.4, at least 10 Business Days' notice of every meeting will be given. The notice will be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.

3.3 Contents of notice: The notice will specify:

- (a) the place and Appointed Time of the meeting;
- (b) the nature of the business to be transacted at the meeting in sufficient detail to enable a Holder to form a reasoned judgment in relation to it; and
- (c) the right of a Holder to appoint a Representative.

It will not be necessary to specify in the notice the terms of the resolutions to be proposed, except in the case of a resolution proposed to be passed as an Extraordinary Resolution, in which case the text of the proposed resolution must be set out.

3.4 Notice of adjourned meeting: If a meeting of Holders is adjourned for less than 20 Business Days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned. In any other case, notice of the adjourned meeting shall be given in accordance with this regulation 3.

3.5 Irregular notice: Notwithstanding any other provision of this regulation 3, a meeting may be called by shorter notice than that specified in regulation 3.2, or by notice without compliance with regulation 3.3 or by notice with any other irregularity or called without any formal notice, and any such meeting shall be deemed to have been duly called and any such irregularity or lack of formal notice shall be waived, if all Holders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity or lack of formal notice or if such waiver is so agreed by all such Holders before, at or after that meeting.

3.6 Accidental omission: The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice will not invalidate the proceedings at any meeting.

4. Quorum

4.1 Quorum required: No business may be transacted at any meeting unless the requisite quorum is present at the commencement of business. A Holder is present at a meeting for the purposes of this schedule and forms part of the quorum if that Holder is present in person or by Representative or is participating (or their Representative is participating) in that meeting by means of audio, audio and visual or electronic communication in accordance with regulation 2.6(b).

4.2 Quorum for Extraordinary Resolution: Subject to regulation 4.4, the quorum for passing an Extraordinary Resolution will be the Holders either present at the meeting or which have cast votes under regulation 14.10 holding or representing a majority of the Principal Amount of the Notes held by those Holders who are entitled to vote.

4.3 Quorum for other business: Subject to regulation 4.4, the quorum for the transaction of any business other than the passing of an Extraordinary Resolution will be at least two Holders present at the meeting holding or representing at least 10% of the aggregate Principal Amount of the Notes held by those Holders who are entitled to vote.

- 4.4 **Quorum not present:** If, within 30 minutes after the Appointed Time, a quorum is not present the meeting, if convened at the request of Holders, will be dissolved. In any other case it will be adjourned to the day that is 10 Business Days later at the same time and place or to such other date, time and place as may be appointed by the chairperson of the meeting. At such adjourned meeting, if a quorum is not present 30 minutes after the Appointed Time, the Holders present at the adjourned meeting will be a quorum for the transaction of business, including the passing of Extraordinary Resolutions.

5. Chairperson

- 5.1 **Chairperson:** A person nominated by the Issuer shall preside as chairperson at every meeting of Holders.
- 5.2 **Holders may appoint chairperson:** If no such person is nominated or if at any meeting the person nominated is not present within 15 minutes of the time appointed for the commencement of the meeting, or considers it not proper or desirable to act as chairperson, either in relation to the entire meeting or in relation to any particular business to be considered at the meeting, the Holders present may elect one of their number to chair the meeting or that part of the meeting which relates to the particular business, as the case may require.
- 5.3 **Procedure:** Except as provided in this Deed, the chairperson shall determine the procedure for conducting the meeting.

6. Right to attend and speak

- 6.1 Any:
- (a) director, officer or solicitor, auditor or accountant of the Issuer or any person authorised by the Issuer; and
 - (b) any Holder or Representative of a Holder,
- may attend any meeting and all such persons will have the right to speak at the meeting.

7. Adjournment

- 7.1 **Chairperson may adjourn:** The chairperson of the meeting may, with the consent of the meeting at which a quorum is present, and must, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- 7.2 **Business at adjourned meeting:** No business may be transacted at any adjourned meeting except business which might have been lawfully transacted at the meeting from which the adjournment took place.

8. Only persons on register recognised by Issuer

- 8.1 The persons named as Holders in the Register at the Proxy Closing Time will be recognised and treated as the legal owners of the Notes whether those persons are or are not in fact the beneficial owners of those Notes.

9. Authority to vote

- 9.1 **Voting:** An individual Holder may vote personally or by Representative and a Holder which is a corporation may vote by its Representative. A Holder may appoint more than one Representative, each such Representative being authorised to act on behalf of the Holder in respect of a specified Principal Amount of Notes, provided that only one proxy is appointed to exercise the rights relating to a particular Note held by that Holder.
- 9.2 **Entitlement:** The persons named in the Register as Holders at the Proxy Closing Time, or the Representative(s) of any such Holder, will be exclusively entitled to vote at the meeting in respect of the Notes recorded as owned by them.

10. Proxies

- 10.1 **Notice of appointment:** A proxy shall be appointed by written notice or approved electronic format signed by the appointer or, in the case of an electronic notice, sent by the appointer, or by appointing the proxy online in accordance with the Issuer's instructions in the notice of meeting, and the notice shall state whether the appointment is for a particular meeting or for a specified term.
- 10.2 **Proxy need not be Holder:** A person appointed to act as a proxy need not be a Holder. A holder of a proxy will have the right to attend and speak at the meeting.
- 10.3 **Deposit of proxy:** Except for proxies effected by appointment online, the instrument appointing a proxy, and, if applicable, the power of attorney or other authority under which it is signed or a copy of such power or authority certified by a solicitor, or in any other manner approved by the Issuer, must be deposited at or sent to the place appointed by the Issuer in the notice convening the meeting (or, if no such place is appointed, then to or at the registered office of the Issuer) not later than the Proxy Closing Time. Proxies effected by appointment online must be effected by the Proxy Closing Time. An instrument of proxy which is not deposited, sent or effected as required by this regulation will not be treated as valid unless the Issuer in its absolute discretion elects to accept any instrument of proxy notwithstanding that that instrument, or any power of attorney or other authority, is received or produced at a place other than that specified above or out of time.
- 10.4 **Form of proxy:** An instrument of proxy may be in any usual or common form or in any other form approved by the Issuer. The instrument shall (so far as the subject matter and form of the resolutions to be proposed at the relevant meeting reasonably permit) provide, as a

minimum, for two way voting on all resolutions, enabling the appointer to instruct the proxy as to the casting of the vote.

10.5 **Proxy valid for meeting:** An instrument of proxy, whether in a usual or common form or not, will, unless the contrary is stated thereon, not need to be witnessed and will be valid for the specified term or for the meeting to which it relates and for any adjournment of that meeting. Notwithstanding any provisions contained in an instrument of proxy, no instrument of proxy will be valid after the expiration of 12 months from the date of its execution, but this provision will not be construed to apply to the appointment of a Representative otherwise than by an instrument of proxy.

10.6 **Proxy form must not name proxy:** The Issuer shall not issue any form of notice of appointment with a proxy named in it, either by name or by reference to an office which that person holds, but the Issuer may indicate in a footnote that certain persons or officers are willing to act as a proxy if a Holder desires to appoint them or any of them.

11. Holder may appoint attorney

11.1 Any Holder may by power of attorney appoint an attorney (who need not be a Holder) to speak, vote and act on their behalf at any meeting. An attorney must produce evidence of his or her appointment before the Appointed Time. An attorney who is so empowered may exercise the Holder's right to appoint a proxy.

12. Corporate Representatives

12.1 A Representative of a Holder which is a corporation will, until his or her authority is revoked, be entitled to exercise the same powers on behalf of the corporation as that corporation could exercise if it were an individual Holder and must produce evidence of his or her authority to act before the Appointed Time.

13. Powers of Representatives

13.1 A Representative will have the right to demand or join in demanding a poll and will (except and to the extent to which the Representative is specially directed to vote for or against any proposal) have power generally to act at the meeting for the Holder concerned (including forming part of a quorum and voting, whether on a poll or otherwise).

14. Voting procedures and polls

14.1 **Voting:** An Extraordinary Resolution put to the vote of a meeting will be decided by poll. Any other resolution put to the vote of a meeting will be decided on a show of hands or by voice as determined by the chairperson or, in the case of a meeting of Holders held under regulations 2.6(b) or 2.6(c), by any method permitted by the chairperson of the meeting, unless, in any case, a poll is demanded (before or after the vote is taken on a resolution) by:

- (a) the chairperson of the meeting (who must in any event call for a poll on a resolution on which the chairperson holds votes cast under regulation 14.10 if the chairperson believes that, if a poll is taken, the result may differ from that obtained on a show of hands, by voice or by other means);
- (b) the Issuer or any representative of the Issuer; or
- (c) one or more Holders present at the meeting holding or representing not less than 5% of the aggregate Principal Amount of the Notes held by those Holders who are entitled to vote.

A declaration by the chairperson of the meeting that a resolution has been carried by the requisite majority or lost will be conclusive evidence of that fact unless a poll is demanded in accordance with this regulation 14.

- 14.2 **Number of votes:** On a vote other than by way of poll each person who is entitled to vote and present at the meeting (in person or by Representative) or casting a vote pursuant to regulation 14.10, will have one vote only. On a poll every Holder who is entitled to vote and present at the meeting (in person or by Representative) or casting a vote pursuant to regulation 14.10 will have one vote for every \$1 of Principal Amount of the Notes of which that person is the Holder. On a poll a person entitled to more than one vote need not use all their votes or cast all the votes they use in the same way.
- 14.3 **Poll:** If a poll is demanded it will be taken in the manner directed by the chairperson of the meeting and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.4 **Chairperson does not have casting vote:** The chairperson of a meeting is not entitled to a casting vote.
- 14.5 **Election of chairperson:** A poll demanded on the election of a chairperson of the meeting or on a question of adjournment will be taken immediately. A poll demanded on any other question will be taken either immediately or at a time within 15 Business Days from the date of the meeting and in a place appointed by the chairperson. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.
- 14.6 **Continuance of meeting:** The demand for a poll will not prevent the continuance of a meeting for the transaction of business other than the question in relation to which the poll has been demanded.
- 14.7 **Joint Holders:** In the case of joint Holders the vote of the senior who tenders a vote will be accepted to the exclusion of the vote of the other joint Holders and for this purpose seniority will be determined by the order in which the names stand in the Register in respect of the joint holding.
- 14.8 **Disqualification:** A vote given in accordance with the terms of an instrument of proxy or power of attorney or other authority will be valid notwithstanding the previous death, insanity

or (in the case of a corporation) liquidation of the principal or revocation of the proxy or power of attorney or authority or the transfer of the Notes in respect of which the vote is given, provided that no written notice of such death, insanity, liquidation, revocation or transfer is received by the Issuer at its registered office before the commencement of the meeting or adjourned meeting at which the proxy, attorney or authority is used.

14.9 Voting by Issuer: Notwithstanding any other regulation, any Notes held by or on behalf of the Issuer or any of its Subsidiaries shall not confer any right to vote for the period that they are so held.

14.10 Voting by other means:

- (a) If so stated in the relevant notice of meeting, a Holder may exercise the right to vote (including on a poll) at any meeting by casting a postal vote, a vote by email or a vote using any other electronic means permitted by the Issuer, subject to the requirements set out in the notice of meeting.
- (b) A Holder may cast a vote using the above means on all or any of the matters to be voted on at a meeting by sending a notice of (including by electronic means of communication), or otherwise indicating as required by the notice of meeting, the manner in which that Holder's Notes are to be voted on to the Issuer. Such notice or indication must reach the Issuer or be given before the Proxy Closing Time unless the Issuer in its absolute discretion elects otherwise.
- (c) The Issuer, or a person authorised by the Issuer for this purpose, must:
 - (i) collect together all of those votes received by it;
 - (ii) in relation to each resolution to be voted on at that meeting, count the number of Holders voting for and against the resolution and the number of votes cast for and against the resolution by each Holder;
 - (iii) sign a certificate that it has carried out the duties set out in regulations 14.10(c)(i) and 14.10(c)(ii) above and that sets out the results of the counts required by regulation 14.10(c)(ii); and
 - (iv) ensure that the certificate required by regulation 14.10(c)(iii) above is presented to the chairperson.

15. Extraordinary resolutions

15.1 Powers: At the request of, or with the consent of, the Issuer, a meeting of Holders will, in addition to all other powers which by this Deed are specified as exercisable by Extraordinary Resolution, have the following powers exercisable by Extraordinary Resolution, namely power to:

- (a) sanction either unconditionally or upon any conditions the release of the Issuer from the payment of all or any part of the moneys payable pursuant to this Deed or the Notes;
- (b) sanction any request from the Issuer for the exchange of the Notes for, or the conversion of the Notes into, shares, stock, debentures, debenture stock or other obligations or securities of the Issuer or any other company formed or to be formed;
- (c) postpone or, with the concurrence of the Issuer, accelerate the day when the Principal Amount of any Notes becomes payable and to suspend or postpone for a time the payment of interest on any Notes;
- (d) sanction any alteration, release, modification, waiver, variation, or compromise or any arrangement relating to the rights of the Holders against the Issuer or its assets however those rights arise;
- (e) give any sanction, assent, release or waiver of any breach or default by the Issuer under any of the provisions of this Deed;
- (f) sanction any scheme for the reconstruction of the Issuer or for the amalgamation of the Issuer with any other corporation where such sanction is necessary;

The Issuer may execute any supplemental deed or other document in such form as it deems appropriate to give effect to any of the foregoing.

15.2 Binding on Holders: An Extraordinary Resolution passed by Holders in accordance with this schedule will be binding upon all the Holders whether or not they were present or entitled to be present at the relevant meeting, or signed the relevant resolution pursuant to regulation 17, as the case may be, and all Holders will be bound to give effect to that resolution. The passing of any such resolution will, as between the Issuer and the Holders, be conclusive evidence that the circumstances justify the passing thereof. Notwithstanding the foregoing:

- (a) a resolution which affects a particular Holder only, rather than the rights of all Holders generally, or of a particular Class of Holders generally, will not be binding on such Holder unless such Holder agrees to be bound by the terms of such resolution;
- (b) a resolution which affects one Class only of Notes is deemed to have been duly passed if passed at a properly convened and held meeting of the Holders of that Class or signed by the requisite majority of the Holders of that Class pursuant to regulation 17;
- (c) a resolution which affects more than one Class of Notes, but does not give rise to a conflict of interest between the Holders of any of the Classes so affected, is deemed to have been duly passed if passed at a single properly convened and held meeting of the Holders of all Classes so affected or signed by the requisite majority of the Holders of those Classes pursuant to regulation 17; and

- (d) a resolution which affects more than one Class of Notes and gives or may give rise to a conflict of interest between the Holders of any of the Classes so affected is deemed to have been duly passed if passed at separate properly convened and held meetings of the Holders of each Class so affected or signed by the requisite majority of the Holders of each such Class pursuant to regulation 17.

- 15.3 **Reliance on advice:** The Issuer may rely on, and the Holders shall be bound by, a legal opinion from an appropriately qualified New Zealand lawyer to the effect that a resolution affects one or more Classes only and, if it affects more than one Class of Notes, does not give rise to a conflict of interest, for the purposes of determining the meeting or meetings which need to be held, or resolutions signed, for the purposes of regulation 15.2.

16. Minutes to be kept

- 16.1 Minutes of all resolutions and proceedings at every meeting will be made by a person appointed by the chairperson of the meeting. Minutes must be entered in books from time to time provided for that purpose by the Issuer. The chairperson must ensure that a certificate of votes under regulation 14.10 held by the chairperson is attached to the minutes. Any such minutes, if signed or apparently signed by the chairperson of the meeting at which a resolution was passed or proceedings had or by the chairperson of the next meeting of Holders, will be prima facie evidence of the matters recorded in those minutes. Until the contrary is proved every meeting in respect of which minutes have been made and signed will be deemed to have been properly held and convened and all resolutions passed or proceedings had at that meeting to have been properly passed and had.

17. Resolutions in writing

- 17.1 **Extraordinary Resolution:** Anything that may be done by Holders (or Holders of any Class or Classes of Holders) by a resolution or Extraordinary Resolution passed at a meeting of Holders (or Holders of any Class or Classes of Holders) may be done by a resolution in writing signed by not less than 75% of the Holders having the right to vote on that resolution, holding in aggregate Notes of the relevant Class or Classes of Notes conferring the right to cast not less than 75% of the votes which could be cast on that resolution.
- 17.2 **Counterparts:** Any such resolution may consist of several documents (including documents circulated and executed by electronic means of communication) in similar form, each signed by one or more Holders.
- 17.3 **Execution:** Any such resolution may be signed (including by electronic means) by a Holder, or an agent or attorney of the Holder duly authorised in writing, or if the Holder is a company, by a director, or by an attorney so authorised by the company.

HEARTLAND BANK

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Michael Drumm of Auckland, New Zealand, General Counsel, certify—

1. That by deed dated 5 August 2015, Heartland Bank Limited, a body corporate having its registered office at 35 Teed Street, Newmarket, Auckland, appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.

Signed at Auckland, 18 August 2017.