



## GMT BOND ISSUER LIMITED

### FIXED RATE SENIOR SECURED BONDS - GMB030 maturing 2022

#### KEY FEATURES

<b>Issuer</b>	GMT Bond Issuer Limited Level 28, SAP Tower 151 Queen Street Auckland central PO Box 90940 AUCKLAND 1142	<b>Interest Rate</b>	5% per annum
		<b>Interest Payment Dates</b>	23 December and 23 June each year up to and including the Maturity Date
<b>Guarantor</b>	Guaranteed by NZSX listed Goodman Property Trust (" <b>GMT</b> "). GMT's obligations under that guarantee are in turn guaranteed by its wholly-owned subsidiaries	<b>Aggregate Principal Amount</b>	NZ\$100,000,000
<b>Issue Date</b>	23 June 2015	<b>Minimum Holding</b>	NZ\$5,000 and multiples of \$1,000 thereafter
<b>Maturity Date</b>	23 June 2022	<b>Credit rating</b>	Standard & Poor's have assigned the bonds a rating of "BBB+" and GMT has been assigned a rating of "BBB".
<b>Registrar</b>	Computershare Investor Services Limited Level 2, 159 Hurstmere Road Private Bag 92119 AUCKLAND 1142 +64 9 488 8777		

#### SUMMARY OF TERMS AND CONDITIONS

##### GENERAL

The following is a summary of the main terms and conditions relating to fixed rate senior secured bonds ("**Goodman+Bonds**") issued by GMT Bond Issuer Limited ("**Issuer**"), a wholly-owned subsidiary of GMT. The terms and conditions of the Goodman+Bonds are set out in full in the:

- (a) master trust deed originally dated 6 November 2009, as amended on 27 September 2012, 14 December 2012, 27 March 2013, 27 November 2014 and 17 April 2015 and 8 June 2015 ("**Bond Master Trust Deed**") between the Issuer and Public Trust ("**Trustee**"); and

- (b) supplemental trust deed (Tranche 01 of Series 04) dated 8 June 2015 between the Issuer and the Trustee,

(together the "**Bond Trust Documents**"). The Goodman+Bonds are issued pursuant to the Bond Trust Documents and were authorised pursuant to resolutions of the Issuer's board passed on 19 May 2015. A terms sheet ("**Terms Sheet**") has been prepared in respect of the Goodman+Bonds. The Bond Trust Documents have been validly executed by the Issuer. Copies of the Bond Trust Documents are available on the Issuer's website ([www.nz.goodman.com/](http://www.nz.goodman.com/)). Capitalised terms which are not defined in this summary are defined in the Bond Trust Documents and the Terms Sheet.

##### RELATIONSHIP TO OTHER CLASSES OF QUOTED SECURITIES

The offer of debt securities by the Issuer is made in reliance upon the exclusion in clause 19 of schedule 1 of the Financial Markets Conduct Act 2013 ("**FMCA**"). The offer contained in the Terms Sheet is an offer of bonds that have identical rights, privileges, limitations and conditions (except for the interest rate and maturity date) as the Issuer's \$100,000,000 fixed rate secured bonds maturing on 16 December 2020 which are currently quoted on the NZX Debt Market under the ticker code GMB020 ("**GMB020 Bonds**"). The Goodman+Bonds are of the same class as the GMB020 Bonds for the purposes of the FMCA and the Financial Markets Conduct Regulations 2014 ("**FMC Regulations**"). The Issuer is subject to a disclosure obligation that requires it to notify certain material information to NZX Limited ("**NZX**") for the purpose of that information being made available to participants in the market and that information can be found by visiting [www.nzx.com/companies/GMB](http://www.nzx.com/companies/GMB). The GMB020 Bonds (which have a fixed interest rate of 6.20% and a redemption date of 16 December 2020) are the only debt securities of the Issuer that are in the same class as the Goodman+Bonds and are currently quoted. Investors should look to the market price of the GMB020 Bonds referred to above to find out how the market assesses the returns and risk premium for those bonds.

## STATUS AND RANKING OF THE GOODMAN+BONDS

Goodman+Bonds are senior secured obligations of the Issuer, ranking equally among themselves and ranking equally with the other senior secured creditors of the GMT Group (which includes GMT and its subsidiaries). The other senior secured creditors include existing bondholders of the GMT Group (which includes the NZ\$100,000,000 bond issue referred to above and a NZ\$45,000,000 wholesale bond issue made by GMT Wholesale Bond Issuer Limited), the USPP note holders, GMT's banking group and certain hedging providers. Goodman+Bonds are guaranteed by GMT. GMT's obligations under that guarantee are in turn guaranteed by GMT's wholly-owned subsidiaries.

## SECURITY

Goodman+Bonds are supported by security granted by the wholly-owned subsidiaries of GMT.

In particular, the Bondholders will benefit from first ranking security over certain assets in GMT's property portfolio ("**Security Pool Assets**"). As at 31 March 2015, the Security Pool Assets had an Assessed Security Value of \$2,077 million.

This security is shared with the lenders under GMT's main bank facility (and any other subsequent approved financiers), certain hedging providers, existing bondholders and USPP note holders on an equally ranking basis. The security will be held by NZGT (GMT) Security Trustee Limited ("**Security Trustee**") as security trustee for those lenders, hedging providers bondholders and note holders, the facility agent for the lenders, the Security Trustee, Public Trust as bond trustee and any other future Beneficiaries.

## REGISTERED BONDS

Goodman+Bonds are entered onto the register maintained by the Registrar. No certificates of title in respect of Goodman+Bonds will be issued to Bondholders. Title passes by transfer and registration. The Issuer and the Registrar will rely on the Register for the purpose of determining entitlements to interest payments on each Interest Payment Date, and for the repayment of the Principal Amount of Goodman+Bonds when they are redeemed.

## REDEMPTION BY ISSUER

The Issuer does not have the right to redeem the Goodman+Bonds early.

## INTEREST

Goodman+Bonds will carry a fixed rate of interest of 5% per annum, payable semi annually.

Interest is payable semi annually in arrears on 23 December and 23 June of each year up to and including the Maturity Date. Each interest payment will be made to the Bondholder on the Register as at the Record Date, which is 10 calendar days before the relevant Interest Payment Date.

## TRANSFERS OF BONDS

Bondholders are entitled to sell or transfer their Goodman+Bonds at any time subject to the terms of the Bond Trust Documents and applicable securities laws and regulations.

Goodman+Bonds may be transferred using a transfer document in any commonly used form.

The Issuer may refuse to register a transfer of Goodman+Bonds if the transfer would result in the transferee holding Goodman+Bonds with a Principal Amount of less than \$5,000 or the transfer is not in multiples of \$1,000.

## FINANCIAL COVENANTS

The Bond Master Trust Deed contains a number of covenants by the Issuer, including that for so long as any Goodman+Bonds are outstanding it will ensure the following:

- (a) to obtain valuations for the secured property comprising part of the Security Pool on or prior to 30 June in each year;
- (b) to not create or permit to subsist any security interest over, in relation to or otherwise affecting any of the assets in the Security Pool other than certain Permitted Security Interests (including those relating to the Bank Facility and security over joint ventures);
- (c) to not make any substantial change to the general nature of its or the Group's business; and
- (d) to ensure that Finance Debt does not exceed 50% of the Security Pool Value.

Full details of the above covenants are set out in the Bond Master Trust Deed.

## TRUSTEE'S POWERS AND DUTIES

The Trustee is appointed under the Bond Trust Documents to act as trustee for the Bondholders and holders of any further Series of bonds issued under the Master Trust Deed and any relevant Supplemental Trust Deed. The Trustee does not guarantee the payment of interest or principal on the Goodman+Bonds.

Upon the occurrence of any of the Events of Default set out in the Bond Trust Documents, the Trustee may in its discretion, and shall immediately either upon being directed to do so by an Extraordinary Resolution of Bondholders or where the relevant event of default is non-payment of scheduled interest or principal payments to Bondholders, on a cross-acceleration in respect of borrowed money indebtedness of the Issuer or the Guarantor exceeding \$10,000,000, or there is a loan-to-value ratio breach which is not remedied must, declare the bond moneys to be immediately due and payable, and in certain circumstances direct the Security Trustee to exercise the powers of enforcement available to it.

A Bondholder is not able to enforce its rights under the Bond Trust Documents directly against the Issuer unless the Trustee fails to do so having become bound to do so under the Bond Trust Documents.