



Kingfish Limited Warrant Terms

At a Glance

The Issuer of the Warrants	Kingfish Limited
The Offer	An issue of one Warrant for every four Shares held by Shareholders on the Record Date
Eligible Shareholders	Those persons with a registered address in New Zealand who are registered Shareholders at 5:00pm on the Record Date
Issue Price	Nil
Warrant Exercise Price	\$1.32 per Share on the exercise of each Warrant (adjusted for dividends declared during the period up to the Exercise Date)
Final Warrant Exercise Price	We will advise you of the final Exercise Price at least 20 business days before the Exercise Date

Timetable

Record Date	9 May 2016
Allotment of Warrants	10 May 2016
Quotation date of Warrants	11 May 2016
Mailing of Warrant Statement of Holdings*	16 May 2016
Final Date for Trading Warrants	3 May 2017
Exercise Date	5 May 2017
Share Allotment Date	9 May 2017

This timetable is indicative only and Kingfish reserves the right to vary the dates contained in this timetable, subject to the requirements of NZX.

*You will receive by separate mail a Statement of Holdings from the Registrar advising of the number of Warrants that have been issued to you.

Each Warrant entitles the holder to subscribe during the Exercise Period for and be allotted one Share in the capital of Kingfish, credited as fully paid, upon the payment of the Exercise Price by the Exercise Date. The Terms of the Warrants are set out below.

Holders of Warrants are bound by, and are deemed to have notice of, these Terms.

1. Issuer

1.1 The issuer of the Warrants, and any Shares issued on exercise of Warrants, is Kingfish.

2. Grant of Warrants

2.1 Subject to clauses 2.2, 2.4 and 2.5, Kingfish will grant one Warrant for every four Shares held by a Shareholder of Kingfish at 5:00pm on 9 May 2016.

2.2 If by applying the ratio referred to in clause 2.1, a Shareholder would be granted Warrants which number less than the Minimum Holding, the Board will at the same time grant additional Warrants to the Shareholder so that the aggregate number of Warrants granted to that Shareholder is equal to the Minimum Holding.

2.3 No subscription amount is payable by a Shareholder to receive a grant of Warrants pursuant to clause 2.1.

2.4 If a Shareholder would receive a fraction of a Warrant by applying the ratio referred to in clause 2.1, the number of Warrants to be granted to that Shareholder will be rounded up to the nearest whole number.

2.5 Warrants will only be issued to Shareholders with a registered address in New Zealand who are registered Shareholders at 5.00pm on 9 May 2016. Warrants which would otherwise be issued to a Shareholder with a registered address outside New Zealand will be issued to a nominee who will endeavour to sell those Warrants and hold the proceeds on trust and account to those Shareholders on a pro rata basis for the proceeds (net of costs).

3. Exercise

3.1 Each Warrant entitles the holder to subscribe for and be allotted one Share in the capital of Kingfish, credited as fully paid, upon the payment of the Exercise Price by the Exercise Date. Kingfish

will announce the Exercise Price by notice to the NZX as soon as reasonably practicable after 31 March 2017. At that time Kingfish will also provide confirmation of the Exercise Price to Warranholders by notice in writing and will send each Warranholder an Exercise Form. Any person who acquires a Warrant on-market may request an Exercise Form from Kingfish.

3.2 Each Warrant shall be exercisable by 5.00pm on the Exercise Date. Any Warrants not exercised by 5.00pm on the Exercise Date will lapse. Warranholders shall have no entitlements or claims against Kingfish in respect of any Warrants which have lapsed.

3.3 In order to exercise any Warrants, a Warranholder must send or deliver to Kingfish, care of the Registrar:

- (a) a duly completed Exercise Form; and
- (b) payment (in a form prescribed by Kingfish) of an amount equal to the Exercise Price multiplied by the number of Warrants being exercised,

so as to be received no later than 5.00pm (New Zealand time) on the Exercise Date.

3.4 Warranholders will not be obliged to exercise Warrants.

3.5 Notwithstanding clause 2.5 Warranholders who do not have a registered address in New Zealand and who have acquired Warrants on-market are eligible to exercise Warrants.

4. Allotment of Shares

4.1 Subject to a Warranholder complying with its obligations under clause 3.3 with respect to any Warrants, Kingfish will allot Shares to that Warranholder within five Business Days after the Exercise Date.

4.2 Shares issued on the exercise of Warrants will participate in dividends on the Shares with a record date after the date of issue of the Shares and will otherwise rank *pari passu* with all other Shares on issue at the date of allotment.

4.3 Kingfish's distribution policy is described on Kingfish's website (www.kingfish.co.nz) under the "Investor Centre" tab.

5. No voting, dividend or distribution rights

5.1 A Warrant does not entitle the Warrantholder to:

- (a) vote at a meeting of Shareholders;
- (b) participate in any dividends on Shares declared by the Directors; or
- (c) participate with Shareholders or the holders of any other securities in the residual assets of Kingfish upon liquidation of Kingfish.

6. Rights of Warrantholders

Each Warrant entitles the Warrantholder to:

- (a) all information provided by Kingfish to Shareholders, including its annual and half yearly reports and notices of meeting;
- (b) any other rights conferred on Warrantholders by Kingfish's constitution, the Companies Act 1993 or the Listing Rules; and
- (c) attend (but not vote at) any meeting of Shareholders (or any group of Shareholders).

7. Transfer

A Warrant shall be transferrable in the same manner, and subject to the same restrictions, as a Share. The Directors will have the same powers in respect of the approval of registration of a transfer of Warrants as they have in respect of a transfer of Shares.

8. Quotation of Warrants and Shares

Kingfish shall use its reasonable endeavours to ensure that the Warrants and Shares remain quoted on the Main Board while there are any Warrants outstanding, or until the Warrants no longer qualify for quotation, whichever is earlier.

9. Capital reorganisation

9.1 Clause 9.2 provides for certain outcomes if Kingfish makes a rights issue, bonus issue, consolidation or subdivision of Shares or if Kingfish's capital is restructured. It will only be relevant if one of those events were to occur between the date of allotment of Warrants and the Exercise Date.

9.2 The Exercise Price may be varied at any time before the Exercise Date in the following circumstances:

- (a) If Kingfish makes a rights issue of Shares to Shareholders before the Exercise Date (a "Rights Issue"), then the Exercise Price of any unexercised Warrants shall (subject to alternative adjustments in accordance with clause 9.2(b) or (c)) be adjusted in accordance with the following formula:

$$EP_{new} = EP_{old} - \frac{E[AP - (S + D)]}{N + 1}$$

EP_{new} = the new Exercise Price of the Warrants

EP_{old} = the old Exercise Price of the Warrants

E = the number of Shares into which one Warrant is exercisable

AP = the average market price per Share (weighted by reference to volume) during the five Business Days ending on the day before the ex date for the Rights Issue

S = the subscription price for a Share under the Rights Issue

D = any dividend due but not yet paid on the existing Shares (except dividends to be issued under the Rights Issue)

N = the number of Shares with rights or entitlements that must be held to receive a right to one new Share.

The necessary adjustment shall be determined by the Board by applying the above formula. The Director's determination shall, in the absence of manifest error, be binding on all Warrantholders and other persons. Any adjustment so determined shall be made, and take effect, on the Business Day following the record date for the Rights Issue.

- (b) If there is a bonus issue to Shareholders, then the Board may resolve that the number of Shares over which an unexercised Warrant is exercisable be increased (or additional Shares may be reserved for issue on exercise of the Warrants) by the number of Shares which the Warrantholder would have received if that Warrant had been exercised before the record date of the bonus issue.

- (c) If there is a consolidation or subdivision or similar proportionate reconstruction of the Shares, the number of Shares over which a Warrant is exercisable may be consolidated or subdivided in the same ratio and the Exercise Price amended in inverse proportion to that ratio.
- (d) If, notwithstanding the adjustment procedures permitted by clause 9.2(a), (b) or (c), Kingfish's capital is restructured (including a rights issue, bonus issue, convertible securities issue, warrants issue, options issue, consolidation, subdivision, cancellation or Share buyback) and the Board determines, upon the advice of an Independent Expert, that:
- (i) the application of the formula in clause 9.2(a), an adjustment permitted by clause 9.2(b) or the non-applicability of both such clauses may produce a result which is prejudicial or unduly advantageous (based on reasonable grounds) to Warrantheolders; or
 - (ii) an alternative adjustment that is not envisaged in clause 9.2(a), (b) or (c) could be applied,

then the number of unexercised Warrants held, the number of Shares over which a Warrant is exercisable, and the Exercise Price, or any combination thereof, may, to the extent necessary (subject to the Listing Rules), be altered by the Board in a manner determined by the Board, upon the advice of an Independent Expert and subject always to the Listing Rules or relief there from, to ensure that Warrantheolders are not prejudiced (nor unduly advantaged or disadvantaged) by the reconstruction of capital, and in all other respects the terms of the Warrants shall remain unchanged. Any such adjustment shall be final and binding on all Warrantheolders.

10. Definitions

In these Terms, the following definitions apply unless the context requires otherwise:

Board	The Board of Directors of Kingfish
Business Day	A day on which NZX is open for trading
Directors	The Directors of Kingfish
Exercise Date	5 May 2017
Exercise Form	The form of notice that must be completed by a Warrantheolder in order to exercise Warrants

Exercise Price	\$1.32 less the aggregate amount per Share of any cash dividends declared on the Shares with a record date during the period commencing on the date of allotment of the Warrants and ending on the last Business Day before the Exercise Price is announced by Kingfish under clause 3.1
Independent Expert	An investment banker, chartered accountant, or other financial adviser selected by the Board and, in each case, being appropriately qualified and independent (having regard to the purpose of the appointment) in the reasonable opinion of the Board
Kingfish	Kingfish Limited
Listing Rules	The Main Board listing rules of NZX as in force from time to time
Main Board	The Main Board is an equity security market operated by NZX. The NZX Main Board is a licensed market regulated under the Financial Markets Conduct Act 2013
Minimum Holding	200 Warrants
NZX	NZX Limited. NZX is a licensed market operator under the Financial Markets Conduct Act 2013.
Registrar	the share registrar of Kingfish as at the date of grant of the Warrants, being Computershare Investor Services Limited
Share	a fully paid ordinary share in Kingfish
Shareholder	a registered holder of Shares
Terms	these terms and conditions of the Warrants
Warrant	an option to subscribe for a Share issued by Kingfish pursuant to these Terms
Warrantheolder	at any time, each person whose name is entered into the register maintained by Kingfish as a holder of Warrants