

ASX Announcement

29 October 2021

Quarterly Report to Trustee and ASIC

Please find attached, for the purposes of section 283BF of the *Corporations Act 2001* (Cth), the quarterly report to Trustee and ASIC in relation to the unsecured notes issued under the Trust Deed dated 20 November 2020, for the quarter ended 30 September 2021.

-ENDS-

Authorised for release by the Board of Dalrymple Bay Infrastructure

More information

Investors

Craig Sainsbury
craig.sainsbury@dbinfrastucture.com.au
+61 428 550 499

Media

Tristan Everett
tristan.everett@marketeye.com.au
+61 403 789 096

About Dalrymple Bay Infrastructure

Dalrymple Bay Infrastructure (DBI) through its foundation asset, the Dalrymple Bay Terminal (DBT), aims to provide safe and efficient port infrastructure and services for producers and consumers of high quality Australian coal exports. DBT, as the world's largest metallurgical coal export facility, serves as a global gateway from the Bowen Basin and is a critical link in the global steelmaking supply chain. By providing operational excellence and options for capacity expansions to meet expected strong export demand, DBI intends to deliver value to security holders through distributions, ongoing investment and capital growth. dbinfrastucture.com.au

**ISSUER QUARTERLY
REPORT**

Issuer: Dalrymple Bay Infrastructure Limited (**DBI**)

Debenture/Notes: A debt obligation comprising an unsecured note issued under the Trust Deed (**Notes**)

Trustee: Equity Trustees Limited

Trust Deed: Unsecured Note Trust Deed dated 20 November 2020 between the Issuer and the Trustee

Period of Report: Quarter ended 30 September 2021 (**Period**)

Date of Report: 29 October 2021

Item No	Item	Confirmed? Y / N / N/A	Comments
<i>Corporations Act 2001 – Chapter 2L</i>			
1.	S283BF(4)(a) - The Issuer and any guarantor has complied at all times with the terms of the Debentures, the Trust Deed and Chapter 2L of the <i>Corporations Act 2001</i> during the Period.	Yes, complied	
2.	S283BF(4)(b) - No circumstances or event arose during the Period that has caused, or could cause, one or more of the following: (i) any amount deposited or lent under the Debentures to become immediately payable; (ii) the Debentures to become immediately enforceable; (iii) any other right or remedy under the terms of the Debenture or provisions of the Trust Deed to become immediately enforceable.	Confirmed - No circumstances arose	

Item No	Item	Confirmed? Y / N / N/A	Comments
3.	<p>S283BF(4)(c) - No circumstances arose or occurred during the Period that materially prejudice:</p> <ul style="list-style-type: none"> (i) the Issuer, any of its subsidiaries, or any of the guarantors; or (ii) any security or charge included in or created by the Debentures or the Trust Deed. 	Confirmed - No circumstances arose	
4.	S283BF(4)(d) - There has been no substantial change in the nature of the business of the Issuer, any of its subsidiaries, or any of the guarantors that has occurred during the Period.	Confirmed - No substantial change	
5.	<p>S283BF(4)(e) - None of the following events happened during the Period:</p> <ul style="list-style-type: none"> (i) the appointment of a guarantor; (ii) the cessation of liability of a guarantor body for the payment of the whole or part of the money for which it was liable under the guarantee; or (iii) a change of name of a guarantor (if this happens, the Issuer's quarterly report must also disclose the guarantor's new name). 	Confirmed - No events arose	
6.	<p>S283BF(4)(f) - If the Issuer has created a security interest where:</p> <ul style="list-style-type: none"> (i) the total amount to be advanced on the security interest is indeterminate; and (ii) the advances are merged in a current account with bankers, trade creditors or anyone else, <p>advise the net amount outstanding on any advances at the end of the Period.</p>	N/A - No new security interest created during the Period	
7.	S283BF(4)(g) - The Issuer is not aware of any other matters that may materially prejudice any security or the interests of the Debenture holders.	Confirmed - Issuer is not aware	

Item No	Item	Confirmed? Y / N / N/A	Comments
8.	<p>S283BF(5) - If the Issuer has deposited any money with, or lent money to, a related body corporate during the Period, the report must also include details of:</p> <ul style="list-style-type: none"> (i) the totals of money deposited with, or lent to, a related body corporate during the Period; and (ii) the total amount of money owing to the borrower at the end of the Period in relation to those loans 	N/A	<p>Loan to Dalrymple Bay Infrastructure Holdings Pty Ltd</p> <p>Proceeds received by DBI as part of the initial public offering of DBI's securities (IPO) were loaned on an unsecured basis to Dalrymple Bay Infrastructure Holdings Pty Ltd (DBIH) during December 2020 to facilitate part repayment of \$170 million of external debt owed by another related body corporate of DBI, Dalrymple Bay Finance Pty Ltd (DBF) to achieve post IPO target gearing levels. DBIH on-lent \$170 million received from DBI through its related body corporate structure to DBF. \$102,101,649 of this loan remained outstanding at the end of the Period (\$129,800,273 as at 30 June 2021). Repayments of \$27.7 million were made by DBIH during the Period and no further amounts were lent to DBIH during the Period.</p> <p>Other loans to related bodies corporate</p> <p>Details of other unsecured loans provided during the Period to related bodies corporate to support their working capital and unsecured amounts outstanding at the end of the Period are as follows:</p> <ul style="list-style-type: none"> (a) DBHEX Holdings Pty Ltd owed DBI \$89,009.73 at the end of the Period (\$9,059.73 as at 30 June 2021). DBHEX Holdings Pty Ltd made repayments of \$7,995.00 during the Period. Amounts totaling \$87,945.0 were loaned to DBHEX Holdings During the Period to support working capital. (b) DBHEX Management Pty Ltd owed DBI \$654.96 at the end of the Period (\$654.96 as at 30 June 2021). No further amounts were provided to DBHEX Management Pty Ltd during the Period. (c) Dudgeon Point Project Management Pty Ltd owed \$1,368.00 to DBI at the end of the Period (\$680.00 as at 30 June 2021). Amounts totaling \$688.00 were provided to Dudgeon Point Project Management Pty Ltd during the Period to support working capital.
9.	S283BF(6) - If the Issuer has assumed a liability of a related body corporate during the Period, the report must include details of the liability assumed during the Period and the extent of the liability as at the end of the Period.	N/A - No liability of a related body corporate was assumed during the Period	

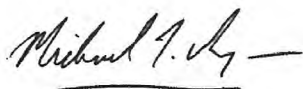
Item No	Item	Confirmed? Y / N / N/A	Comments
10.	<p>S283BF(7) - For the purposes of 283BF (5) & (6) above, the report:</p> <ul style="list-style-type: none"> (i) must distinguish between deposits, loans and assumptions of liability that are secured and those that are unsecured; and (ii) may exclude any deposit, loan or assumption of liability on behalf of the related body corporate if it has: (iii) guaranteed the repayment of the debenture of the borrower; and (iv) secured the guarantee by a charge over all of its property in favour of the trustee. 	Confirmed - Complied	
Corporations Act 2001 – Financial Reports and Audit			
11.	The Issuer has complied in all respects with its obligations under Chapter 2M (dealing with financial reports and audit) of the <i>Corporations Act 2001</i>	Confirmed	
Corporations Act 2001 – Disclosure			
12.	<p>The Issuer has complied at all times with the requirements of Chapter 6CA (dealing with continuous disclosure) of the <i>Corporations Act 2001</i> and no circumstances arose during the Period that required the Issuer to issue a supplementary prospectus, replacement prospectus or issue a continuous disclosure notice.</p> <p>If so, advise what steps have been taken.</p>	Confirmed - Complied and no circumstances arose	

Item No	Item	Confirmed? Y / N / N/A	Comments
Trust Deed – Negative Covenants			
13.	None	N/A	
Anti-Money Laundering			
14.	The Issuer has complied in all respects with its obligations Under the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)</i>	Confirmed	

On the basis of the above, the undersigned certify that they are of the view that the financial position and performance of the Issuer is such that the property of the Issuer (and of each guarantor, if relevant) will be sufficient to repay the amount of each Note when it becomes due and payable.

This report is made in accordance with a resolution of the directors of the Issuer.

Signed:



Company Secretary