

Marsden Maritime Holdings Limited

Notice of Meeting and Scheme Booklet

For a scheme of arrangement between Marsden Maritime Holdings Limited and its Shareholders in relation to the proposed acquisition of all of the fully paid ordinary shares in Marsden Maritime Holdings Limited (other than those ordinary shares held by Northland Regional Council) in return for payment to Shareholders of NZ\$5.60 per Scheme Share by a consortium comprising Northland Regional Council, Port of Tauranga Limited and Ngāpuhi Investment Fund Limited.

The special meeting of Shareholders to exercise their vote on the Scheme will be held:

Time: 2:00pm (NZT)

Date: Thursday, 29 May 2025 (NZT)

Where: Online via Computershare's virtual meeting platform (<https://meetnow.global/nz>) using a computer, laptop, tablet or smartphone

Concurrent physical meeting at: Marsden Maritime Holdings Limited, 8 Marsden Bay Drive, Marsden Point, Ruakaka 0171, New Zealand

For shareholders attending in person we request that you RSVP to Vidura Galpoththage via email info@marsdenmaritime.co.nz or phone: 09 432 5033 by 5pm Tuesday 20 May 2025.

See the Notice of Meeting in Section 2 of this Scheme Booklet for details.

Important

This is an important document and requires your immediate attention. You are strongly encouraged to read the entire contents carefully before making a decision on whether to vote in favour of the Scheme. If you are unsure about any aspect of the Scheme, you should seek guidance from a financial, legal, or taxation adviser. If you have sold all of your shares in Marsden Maritime, please disregard this document and provide it, along with the proxy/voting form, to the purchaser or their agent (e.g. broker) through whom the sale was made, to pass on as needed.

An Independent Adviser's Report on the merits of the Scheme is included in this booklet as Annexure A and should be reviewed carefully in conjunction with the other information included in this booklet.



Your Directors
unanimously recommend
that you vote in favour
of the Scheme, in the
absence of a Superior
Proposal




Marsden
MARITIME HOLDINGS LTD

Important Information

Purposes of this Scheme Booklet

The purposes of this Scheme Booklet are to:

- provide you with information about the proposed acquisition of Marsden Maritime by the Consortium by way of the Scheme;
- provide you with the material terms and conditions of the Scheme and explain their effect;
- explain the manner in which the Scheme will be considered by Shareholders and, if approved, implemented;
- provide you with information that could reasonably be expected to be material to your decision whether to vote in favour of, or against, the Scheme; and
- include the information required by the Takeovers Panel in relation to the Scheme.

This Scheme Booklet is not a product disclosure statement.

Your decision

This Scheme Booklet does not take into account your individual investment objectives, financial situation or needs. You must make your own decisions and seek your own advice in this regard.

The information and recommendations contained in this Scheme Booklet do not constitute, and should not be taken as constituting, financial advice, financial product advice, tax advice or legal advice.

If you are in any doubt as to what you should do, you should seek advice from your financial, taxation or legal advisers before making any decision regarding the Scheme.

Not an offer

This Scheme Booklet does not constitute an offer of securities to Shareholders (or any other person), or a solicitation of an offer of securities from Shareholders (or any other person), in any jurisdiction.

Laws of New Zealand

This Scheme Booklet has been prepared in accordance with New Zealand law. Accordingly, the information contained in this Scheme Booklet may

not be the same as that which would have been disclosed in this Scheme Booklet if it had been prepared in accordance with the laws and regulations of another jurisdiction.

Forward looking statements

This Scheme Booklet contains certain forward-looking statements. You should be aware that there are risks (both known and unknown), uncertainties, assumptions and other important factors that could cause the actual conduct, results, performance or achievements of Marsden Maritime to be materially different from the future conduct, market conditions, results, performance or achievements expressed or implied by such statements or that could cause future conduct to be materially different from historical conduct.

Deviations as to future conduct, market conditions, results, performance and achievements are both normal and to be expected.

Forward looking statements generally may be identified by the use of forward-looking words such as 'aim', 'anticipate', 'believe', 'estimate', 'expect', 'forecast', 'foresee', 'future', 'intend', 'likely', 'may', 'planned', 'potential', 'should', or other synonyms.

No person (including Marsden Maritime, the Consortium and their respective directors, officers, trustees, employees and advisers) gives or makes any representation, warranty, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Scheme Booklet will actually occur. You are cautioned against relying on any such forward looking statements.

Privacy and personal information

Marsden Maritime and their respective directors, officers, employees and advisers may collect personal information in the process of implementing the Scheme. Such information may include the name, contact details and shareholdings of Shareholders and the name of persons appointed by those persons to act as a proxy or corporate representative at the Scheme Meeting. The primary purpose of the collection of personal information is to assist Marsden Maritime and the Consortium to conduct the Scheme Meeting and implement the Scheme. Personal information may be stored in hard copy form or electronic form, including with third party data storage facilities and in cloud storage located inside or outside New Zealand.

Personal information of the type described above may be disclosed to Computershare, print and mail service providers, proxy solicitation firms, Related Entities of Marsden Maritime and the Consortium and Marsden Maritime's and the Consortium's service providers and advisers.

Shareholders have certain rights to access personal information that has been collected. Shareholders who wish to access their own personal information should contact Computershare in the first instance. Shareholders who appoint a named person to act as their proxy or corporate representative should make sure that person is aware of these matters.

The address details for Marsden Maritime and the members of the Consortium are set out in the Directory.

No internet site forms part of this Scheme Booklet

Any references in this Scheme Booklet to any website are for informational purposes only. No information contained on any website forms part of this Scheme Booklet.

To the maximum extent permitted by law, Marsden Maritime, the Consortium and their respective directors, officers, employees and advisers do not assume any responsibility for the contents of any website referenced in this Scheme Booklet.

Times and dates

All references to times and dates in this Scheme Booklet are to New Zealand time, unless otherwise stated. Any obligation to do an act by a specified time in New Zealand time must be done in any other jurisdiction by the specified New Zealand time.

All references to expected dates and times in this Scheme Booklet in respect of procedural aspects of the Scheme are indicative only and, among other things, are subject to obtaining all necessary approvals from the High Court.

Currency

Unless expressly specified, all references to currency in this Scheme Booklet are to New Zealand dollars.

Diagrams, charts, maps, graphs and tables

Any diagrams, charts, maps, graphs and tables appearing in this Scheme Booklet are illustrative only and may not be to scale.

Effect of rounding

A number of figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Scheme Booklet are subject to the effect of rounding. Accordingly, actual calculations may differ from amounts set out in this Scheme Booklet.

Responsibility for information

Marsden Maritime is responsible for this Scheme Booklet, except for (to the maximum extent permitted by law) information which is:

- the Consortium Information, which has been prepared by, and is the responsibility of, the Consortium. Marsden Maritime, its Related Entities and their respective directors, officers, employees and advisers do not assume any responsibility for the accuracy or completeness of the Consortium Information. The Consortium and its respective councillors,

directors, officers, employees and advisers (as applicable) do not assume any responsibility for the accuracy or completeness of any information in the Scheme Booklet other than the Consortium Information.

- the Independent Adviser's Report contained in Annexure A, which has been prepared by, and is the responsibility of, the Independent Adviser. Marsden Maritime, the Consortium, their Related Entities and their respective councillors, directors, officers, employees and advisers (as applicable) do not assume any responsibility for the accuracy or completeness of the Independent Adviser's Report.
- the Northport Information provided by Northport to, and relied on by, Marsden Maritime in compiling this Scheme Booklet and which, to the best of Marsden Maritime's knowledge and belief, is true and correct.

Opposition to the Scheme

If you wish to oppose the Scheme at the Final Court Hearing, which will take place after the Scheme Meeting at the High Court, 24 Waterloo Quadrant, Corner Waterloo Quadrant & Parliament Street, Auckland, you must file in the High Court at Auckland and serve a copy on Marsden Maritime at angela@halaw.co.nz a notice of appearance or a notice of opposition together with supporting documents on which you wish to rely in the manner set out in Section 4.7. The deadline for such filing will be 6 June 2025 or any later date announced by Marsden Maritime on the NZX. See Section 4.7 for more detail.

Role of the Takeovers Panel and High Court

The fact that the Takeovers Panel has provided a letter of intention indicating that it does not intend to object to the Scheme (or subsequently issues a no-objection statement in respect of the Scheme), or that the High Court has ordered that a meeting be convened, does not mean that the Takeovers Panel or the High Court:

- has formed any view as to the merits of the proposed Scheme or as to how Shareholders should vote (on this matter Shareholders must reach their own decision); or
- has prepared, or is responsible for the content of, the Scheme Booklet or any other material.

Defined terms

Capitalised terms set out in this Scheme Booklet have the meanings given to them in the Glossary in Section 9 or in the Scheme Implementation Agreement.

Date of this Scheme Booklet

This Scheme Booklet is dated 1 May 2025.

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Section 1

Key Introductory Information



Chair's Letter



Dear Shareholder,

On behalf of the Marsden Maritime Holdings Limited Board, I present to you this Scheme Booklet.

The Scheme Booklet contains a Notice convening a meeting of Marsden Maritime Shareholders to consider and vote on a proposed Scheme of Arrangement, together with important information to assist you in your decision-making.

The Scheme of Arrangement follows on from an unsolicited non-binding indicative offer from a consortium comprising Northland Regional Council (**NRC**), Port of Tauranga Limited (**POT**) and Ngāpuhi Investment Fund Limited (**Tupu Tonu**) (together called the **Consortium**) to acquire all of the fully paid ordinary shares in Marsden Maritime (other than those already held by NRC) in return for payment to Shareholders of NZ\$5.60 per share in cash.

The Consortium and Marsden Maritime negotiated the terms of the offer which culminated in the entry into a scheme implementation agreement dated 24 February 2025 and announced to NZX on 25 February 2025. A copy of all recent NZX announcements is available from: <https://www.nzx.com/companies/MMH/announcements>.

If all Conditions of the Scheme are satisfied, including shareholder and High Court approval, and the Scheme Implementation Agreement is not otherwise terminated:

- the Consortium will acquire all of the Shares, other than those held by NRC,
- you will be paid on the Implementation Date the Consideration of NZ\$5.60 in cash for each Marsden Maritime Share that you hold on the Record Date, and
- you will no longer be a shareholder of Marsden Maritime and the company will be de-listed from the NZX.

The Implementation Date is currently anticipated to be towards the end of June 2025.

Background to the Scheme

Since 2021, the Board has given substantial consideration to the strategies that could be implemented to maximise the growth opportunities for Marsden Maritime. A range of options were considered by the Board during this period to determine a funding structure that was fit for purpose, secured financial sustainability and future-proofed Marsden Maritime. This included

consideration of the benefits of consolidating Marsden Maritime and Northport. This work was temporarily put on hold in August 2024 when the Consortium presented Marsden Maritime with an unsolicited, non-binding expression of interest for the acquisition of the company.

The Scheme Implementation Agreement is the culmination of a process that ensued over a period of approximately six months, following receipt of the first non-binding indicative offer. During that period, the Board undertook a comprehensive process to ensure the price ultimately put forward in the Scheme proposal was in the Shareholders' best interests. After a thorough assessment, the Directors concluded that the Scheme represented the most compelling value for Shareholders, providing Shareholders with an opportunity for full liquidity.

Directors' Recommendation

The Directors are independent and free of any conflicts. They unanimously recommend that you vote IN FAVOUR of the Scheme¹, in the absence of a Superior Proposal and subject to the price per share continuing to fall within or above the Independent Adviser's valuation range.

Reasons to vote in favour of the Scheme

The Directors consider that NZ\$5.60 per share is an attractive price for your Shares and unanimously believe the reasons for you to vote in favour of the Scheme outweigh the reasons for you to vote against it. We recommend that you vote in favour of the Scheme for the following reasons (further detail is set out in Section 3.5):

- (a) **The Consideration of NZ\$5.60 in cash per Marsden Maritime Share is within the Independent Adviser's valuation range of NZ\$5.06 to NZ\$5.83 per share.**

Grant Samuel has been appointed to prepare an Independent Adviser's Report on the merits of the Scheme.

Grant Samuel has assessed the value of MMH to be in the range of NZ\$5.06 to NZ\$5.83 per share. This valuation includes the so-called "control premium".

The Consideration of NZ\$5.60 per share is above the midpoint of that range.

¹ The Directors may change their recommendation if the Independent Adviser changes its valuation range for the Shares and, after that change, the price per share is below the Independent Adviser's final valuation range for the Shares. In addition, the Directors may change their recommendation if there is a Superior Proposal prior to the Scheme Meeting that the Consortium does not match in accordance with the matching rights set out in the Scheme Implementation Agreement.

(b) The Scheme provides an opportunity to realise certain value for your Shares now for 100% cash consideration

The Directors believe Marsden Maritime is well positioned to deliver growth in the long term. However, this growth will take time to implement, may require equity funding, and carries execution risks. In particular, customer growth and retention in a challenging economic climate, the continued uncertainty of Northport's Expansion consenting process and timing of government-led enabling infrastructure.

In addition, Marsden Maritime shares are relatively illiquid. If the Scheme does not proceed (and Marsden Maritime remains a publicly listed company), the liquidity in Marsden Maritime's shares may not increase materially and larger shareholders may find it challenging to sell their shares on the NZX at a price or prices they consider to be attractive.

Given these factors, the Directors recommend the Scheme as it provides you with an opportunity to realise certainty of value for your Marsden Maritime Shares (subject to the Scheme becoming Effective).

(c) The Consideration of NZ\$5.60 per share represents a material premium to pre-announcement trading

NZ\$5.60 per share represents a:

- 73% premium to Marsden Maritime's closing share price on 24 February 2025 (the last day before the Scheme Implementation Agreement was announced);
- 69% premium to the one-month Marsden Maritime volume weighted average price (VWAP);
- 69% premium to the 3-month Marsden Maritime VWAP; and
- 65% premium to the 6-month Marsden Maritime VWAP.

(d) A large shareholder has already agreed to vote in favour of the offer

Port of Auckland (POA), Marsden Maritime's second largest shareholder, holding 19.9% of Marsden Maritime shares, has agreed to vote in favour of the Scheme. POA's shareholding and support represents approximately 43% of the Marsden Maritime shares relevant for voting on the Scheme (i.e. excluding shares owned by NRC).

(e) Marsden Maritime's share price could potentially fall if the Scheme is not implemented

Over the period from 25 February 2025 (the day the Scheme was announced to the market) to 24 April 2025 (being the last practicable Business Day prior to the finalisation of this Scheme Booklet), Marsden Maritime shares traded in the range of \$5.16 to \$5.40 per share, which reflects an expectation that the Scheme will be successfully completed. In the month before the Scheme's announcement (24 January 2025 to 24 February 2025), Marsden Maritime

shares traded in the range of \$3.20 to \$3.35 per share. While the Directors are unable to predict the price at which Marsden Maritime Shares will trade in the future, the Directors believe that, in the event the Scheme does not proceed and in the absence of a comparable offer, there is a risk that Marsden Maritime's share price will substantially fall from its current trading levels, and trade more in line with pre-announcement levels.

(f) The Directors are satisfied that the Scheme is the most attractive option for Shareholders

For all of the above reasons, the Directors are satisfied that the Scheme is the most attractive option for Shareholders.

(g) No better offer has emerged since the Scheme was announced and the Directors do not believe that a better offer is likely to emerge

The Directors retained the right from the time the Scheme was announced to consider superior alternative proposals for your company.² As at the date of this document, Marsden Maritime has not received interest from any party in pursuing an alternative transaction and the Directors do not believe that a better offer is likely to emerge.

(h) Shareholders will not be required to pay any brokerage charges on the transfer of their Shares to the Consortium under the Scheme.

Shareholders who wish to sell their shares on the main board of the NZX would likely be required to pay brokerage on that sale.

Reasons why Shareholders may choose to vote against the Scheme

While the Directors unanimously consider that the reasons for you to vote in favour of the Scheme outweigh the reasons for you to vote against it, you may consider that for the reasons set out below, you wish to vote against the Scheme:

- your assessment is that you will receive greater value through your investment in Marsden Maritime over the longer term (on a risk and time adjusted basis) than you could receive under the Scheme now (for example, because you believe that Marsden Maritime has strong long-term growth prospects and/or that the risks outlined above in this letter are unlikely to adversely affect Marsden Maritime's future financial performance, compared to what is currently expected);
- you disagree with the Independent Adviser's valuation range for the Shares;
- you believe a better offer for Marsden Maritime may still be likely to emerge; or

2 The Directors note for a competing bid to be successful NRC would need to vote in favour of a scheme or accept the offer for either all or a substantial portion of its Marsden Maritime shares, and your Directors believe NRC would be unlikely to accept a competing offer, should one emerge, given NRC's position as a Consortium member.

- you consider that the Scheme is otherwise not in your own best interests.

Additional information that may assist you in making your decision to vote is found in Section 3.6 below.

Independent Adviser's Report

With the approval of the Takeovers Panel, the Directors appointed Grant Samuel & Associates Limited as the Independent Adviser to assess the merits of the Scheme. The Independent Adviser has concluded that the Consideration of NZ\$5.60 per Share is within its valuation range for the Shares of NZ\$5.06 to NZ\$5.83.

The Independent Adviser's Report is included as Annexure A to this Scheme Booklet. The report was finalised by the Independent Adviser on 28 April 2025, after Marsden Maritime applied to the High Court for Initial Orders in connection with the Scheme.

A summary of the Independent Adviser's assessment of the merits of the Scheme is set out at the beginning of the Independent Adviser's Report.

I encourage you to read that Report carefully and in full, and to obtain professional advice about the proposal, before deciding how to vote in regard to the Scheme.

Conditions to implementation of the Scheme

The Scheme is subject to customary Conditions for a transaction of this nature, including approval by Shareholders at the Scheme Meeting and High Court approval.

The Scheme Implementation Agreement included a condition requiring NRC to undertake community consultation under the Local Government Act 2002, given the status of NRC's equity investment in MMH as a "strategic asset" under NRC's long-term plan. That condition was satisfied prior to the First Court Date. The outstanding Conditions are described in further detail in Section 3.2 of this Scheme Booklet.

Marsden Maritime has no reason to believe that any of the outstanding Conditions will not be satisfied within the indicative timetable set out in this Scheme Booklet.

Your action is required

The Scheme will be implemented if it is approved by the required majorities of Shareholders at the Scheme Meeting; all other Conditions are satisfied or waived (to the extent capable of waiver); and the Scheme Implementation Agreement is not terminated. For the Scheme to be implemented, both of the following voting thresholds must be met:

- 75% or more of the votes of Shareholders in each "interest class" (explained further in Section 2 paragraph 5 – page 20 below) **who are entitled to vote and who actually vote** must be voted in favour of the Scheme Resolution; and

- more than 50% of the total number of Shares on issue must be voted in favour of the Scheme Resolution.

If the Scheme is implemented, your Shares will be transferred to the Consortium regardless of whether or how you voted. It is therefore very important that you take this opportunity to have your say on the Scheme by voting, no matter how many Shares you own.

Casting your vote is easy and will only take a few minutes of your time. You can vote by attending the Scheme Meeting in person or online. Alternatively, you can exercise your right to vote by using the voting/proxy form to appoint a proxy to attend the Scheme Meeting and vote on your behalf.

There are instructions for online attendance and voting, and appointment of a proxy, in the Notice of Meeting in Section 2 of this Scheme Booklet. A personalised voting/proxy form accompanies this Scheme Booklet, but a proxy can also be appointed online by going to www.investorvote.co.nz.

Further information

In addition to reading this Scheme Booklet, you may also wish to seek independent financial, taxation, legal or other professional advice regarding the Scheme.

Conclusion

On behalf of all the Directors of Marsden Maritime, I would like to reiterate the Board's unanimous support for the Scheme. We encourage you to vote, and to vote IN FAVOUR of the Scheme.

Please take the time to carefully read this Scheme Booklet, including the Independent Adviser's Report, before you vote on the Scheme. We look forward to your participation either at the Scheme Meeting at 2:00 pm on 29 May 2025 or through your proxy vote.

Yours sincerely,



Benoît Marcenac
Chair of the Board

What do shareholders need to do?

Read this Scheme Booklet and seek advice if you are in doubt

Please read this Scheme Booklet, including the Independent Adviser's Report, carefully and in full. It will assist you in making an informed decision on how to vote on the Scheme Resolution.

If you are in doubt as to what you should do, you should seek advice from your financial, taxation or legal advisers.

Voting on the Scheme

It is very important that you vote.

Voting is how you have your say in determining the future of your investment in Marsden Maritime.

For the Scheme to proceed, it is necessary that two voting thresholds are approved, as explained in the Procedural Notes accompanying the Notice of Meeting (see Section 2 of this Scheme Booklet).

The Scheme Meeting will be held at 2.00 pm (New Zealand time) on 29 May 2025, both online and in person:

Virtual webcast:	https://meetnow.global/nz
In person:	MMH Boardroom, 8 Marsden Bay Drive, Marsden Point, Ruakaka

If you are a Shareholder on the Voting Eligibility Date (5:00 pm on 27 May 2025), you are entitled to vote on the Scheme.

You can vote at the Scheme Meeting in person or online, by proxy or, if you are a company, by a corporate representative. If your share broker or financial adviser holds Shares as custodian on your behalf, we encourage you to instruct your broker or adviser how to vote. The fastest way for you to vote is to complete your voting/proxy form online. Alternatively, you may return your voting/proxy form by email, mail or in person or attend and vote in person or online at the Scheme Meeting.

Information on how to appoint a proxy or corporate representative, and how to ask questions before the Scheme Meeting, is set out in the Procedural Notes part of the Notice of Meeting in Section 2 of this Scheme Booklet.

If you are in favour of the Scheme

If you are in favour of the Scheme, you should vote in favour of the Scheme Resolution at the Scheme Meeting, by proxy, in person or online.

If you are not in favour of the Scheme

If you are not in favour of the Scheme, you can vote against the Scheme Resolution at the Scheme Meeting, by proxy, in person or online. The Takeovers Panel may consider an objection by a Shareholder when determining whether to provide its no objection statement (see Section 4.2(f)). As a Shareholder, you also have the right to appear and be heard at the Final Court Hearing, provided you file a notice with the High Court. Further details on how to do this are set out in Section 4.7.

If you do not want to participate in the Scheme, you are free to sell your Shares on the NZX Main Board at any time up to the close of trading on the Trading Halt Date. However, if you sell your Shares on the NZX Main Board, the sale price may be less than the price per share offered under the Scheme, and you may incur brokerage charges on the sale. You should seek your own professional advice to determine if your individual financial or taxation circumstances may make it preferable for you to do so.

Regardless of whether you vote for or against the Scheme, abstain or do not vote, the Scheme will still be implemented if it is approved by Shareholders by the requisite majorities and by the High Court, the other Conditions are satisfied or waived (to the extent capable of waiver), and the Scheme Implementation Agreement is not terminated.

You may need to provide your bank account details to Computershare

If the Scheme is implemented and you hold Scheme Shares on the Scheme Record Date, you will be paid NZ\$5.60 per share in cash on the Implementation Date. See Section 4.3 for full details of how the Consideration will be paid. You may need to take the actions outlined in that Section to ensure payment of the Consideration in your desired currency to your desired bank account.

Indicative Timetable

Indicative date and time	Event
2:00 pm on Tuesday 27 May 2025	Closing time and date for submitting voting/proxy forms for the Scheme Meeting
5:00 pm on Tuesday 27 May 2025	Voting Eligibility Date for determining eligibility to vote at the Scheme Meeting
2:00 pm on Thursday 29 May 2025	Scheme Meeting
5:00 pm on Friday 6 June 2025	Last day on which shareholders may file a notice of appearance or notice of opposition – to be filed at the High Court and served on Marsden Maritime
10:00 am on Wednesday 11 June 2025	Final Court Hearing to approve the Scheme and grant the Final Orders
Close of trading on Tuesday 17 June (or a date which is three working days after Final Court Orders)	Trading Halt Date – Shares will be suspended from trading on the NZX Main Board
5:00 pm on Thursday 19 June (or a date which is five working days after Final Court Orders)	Scheme Record Date – date for determining entitlements to the Consideration
Thursday 26 June 2025 (or a date which is three working days after the Scheme Record Date)	Implementation Date – date on which payment of the Consideration to Scheme Shareholders will occur
Tuesday 30 September 2025	End Date – the last date by which the Scheme must be implemented

All dates and times in the table above (and other references to such dates and times in this Scheme Booklet), except the End Date, are indicative only and, among other things, are subject to obtaining all necessary approvals from the High Court.

Any changes to the above indicative timetable will be announced to NZX (<https://www.nzx.com/companies/MMH/announcements>) (NZX code: MMH) and notified on Marsden Maritime's website (www.marsdenmaritime.co.nz).

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Section 2

Notice of Special Meeting

Notice of Meeting

Notice is hereby given that a special meeting of Shareholders of Marsden Maritime Holdings Limited (the “Scheme Meeting”) will be held:

Time:	2:00 pm (NZT)
Date:	Thursday, 29 May 2025 (NZT)
Where:	<p>Online: virtual webcast at https://meetnow.global/nz</p> <p>Details of how to participate are provided in the Procedural Notes below.</p> <p>Physical: Marsden Maritime will also hold a concurrent physical meeting in the MMH Boardroom, 8 Marsden Bay Drive, Marsden Point, Ruakaka</p> <p>For shareholders attending in person we request that you RSVP to Vidura Galpoththage via email info@marsdenmaritime.co.nz or phone: 09 432 5033 by 5pm Tuesday 20 May 2025.</p>

Important Dates

2:00 pm on Tuesday 27 May 2025	Closing time and date for submitting voting/proxy forms for the Scheme Meeting
5:00 pm on Tuesday 27 May 2025	Voting Eligibility Date for determining eligibility to vote at the Scheme Meeting

Agenda

Scheme Resolution

To consider and, if thought fit, to pass the following resolution:

“That the Scheme (the terms of which are described in the Scheme Booklet) be and is hereby approved.”

The Scheme Resolution will be put as a single resolution for the purposes of confirming the approvals of each interest class and a simple majority of the votes of all Shareholders (see Procedural Notes 2, 3, and 4 below). The Scheme Booklet referred to in the Scheme Resolution is this Scheme Booklet.

Voting will be by way of poll and Computershare will confirm whether or not each of the relevant voting thresholds have been met in respect of the Scheme Resolution (see Procedural Notes below). Ernst & Young, on behalf of the Auditor General, Marsden Maritime’s auditors, will act as scrutineer in respect of the vote.

By order of the Board,

A handwritten signature in dark ink, appearing to read 'Vidura Galpoththage', with a stylized, flowing script.

Vidura Galpoththage
Chief Financial Officer

Procedural Notes:

Scheme Booklet and Voting/Proxy Form

1. This Scheme Booklet (which includes this Notice of Meeting) provides information in relation to the Scheme Resolution and the Scheme, how the Scheme will be implemented and the reasons for proposing the Scheme. In particular, Section 1 of the Scheme Booklet contains details about the actions you can take in respect of the Scheme. A voting/proxy form accompanies this Scheme Booklet.

Scheme of Arrangement

2. The Scheme is to be implemented by way of a court-approved scheme of arrangement under Part 15 of the Companies Act pursuant to the Scheme Plan included as Annexure B of this Scheme Booklet. Marsden Maritime has obtained the Initial Orders which are available to view at <https://marsdenmaritime.co.nz/investors-area/scheme-2025/>. The next significant step in the Scheme process is seeking the approval of the Shareholders by voting on the Scheme Resolution.

Voting on the Scheme Resolution

3. The voting thresholds under the Companies Act for approval of the Scheme are:
 - (a) 75% or more of the votes of Shareholders in each “interest class” (explained in paragraph 5 below) **who are entitled to vote and who actually vote** must be voted in favour of the Scheme Resolution; and
 - (b) more than 50% of the total number of Shares on issue must be voted in favour of the Scheme Resolution.
4. Both of the voting thresholds set out in Procedural Note 3 above must be met for the Scheme Resolution to be approved.

Interest Classes

5. Shareholders whose rights are so dissimilar that they cannot sensibly consult together about a common interest will form a separate interest class for the purposes of voting on the Scheme Resolution.

Marsden Maritime has one class of shares, all of which are fully paid up ordinary shares with identical voting rights.

NRC is required to vote in a separate interest class. This is because NRC is part of the Consortium and has entered into the Voting Deed Poll described in Section 6.7 of this Scheme Booklet.

In addition, Lindsay Mark Faithfull, who holds or controls Shares, is also required to vote in a separate interest class. This is because Mr Faithfull is an Independent Director of Tupu Tonu. Mr Faithfull has not been involved in any

Tupu Tonu negotiations concerning the Scheme and has abstained from voting in Tupu Tonu Board decisions. Mr Faithfull has entered into the Individual Voting Deed Poll described in Section 6.7 of this Scheme Booklet.

This means that, as at the date of the Scheme Booklet, there are three interest classes (being, respectively, NRC as one interest class, Lindsay Mark Faithfull as one interest class, and all other Shareholders in the other). This is expected to remain the case at the time of the Scheme Meeting. Despite this, only one Scheme Meeting will be held (and not three separate meetings for each interest class). None of the members of the Consortium or its Associates can acquire Shares before the Voting Eligibility Date (discussed further in Section 4.2).

Whether or not you are in favour of the Scheme, it is very important that you cast your vote.

Eligibility to vote on the Scheme Resolution

6. You are entitled to vote at the Scheme Meeting (including by proxy or representative) if you hold Shares (as recorded in Marsden Maritime's Share Register) on the Voting Eligibility Date.

How to vote

7. If you are eligible to vote at the Scheme Meeting, you can vote:
 - (a) **by proxy:** see Procedural Note 8 below;
 - (b) **online:** at <https://meetnow.global/nz>. Information on attending online, how to ask questions and how to vote, is available in the Virtual Meeting Online Guide at <http://www.computershare.com/vm-guide-nz>;
 - (c) **in person:** by attending the Scheme Meeting and bringing your personalised voting/proxy form (which accompanies this Scheme Booklet); or
 - (d) **by corporate representative:** a company which is a Shareholder may appoint a representative to vote on its behalf in the same manner as that in which it could appoint a proxy.

How to appoint a proxy

8. You may appoint a proxy to attend and vote at the Scheme Meeting on your behalf. If you wish to appoint a proxy, you must ensure that Computershare receives your completed voting/proxy form by no later than 2:00 pm (New Zealand time) on Tuesday 27 May 2025. You can submit your completed voting/proxy forms:
 - (a) **online:** at Computershare's website by following the instructions on the website www.investorvote.co.nz. You will be required to enter your Holder Number (CSN/HRN) and postcode for security purposes;
 - (b) **by email:** corporateactions@computershare.co.nz (please use "Marsden Maritime Proxy Form" as the subject for easy identification);

(c) **by mail:** Computershare Investor Services Limited, Private Bag 92119, Victoria Street West, Auckland 1142, New Zealand; or

(d) **in person:** Computershare Investor Services Limited, Level 2, 159 Hurstmere Road Takapuna, Auckland 0622, New Zealand.

9. If you appoint a proxy, you can either direct your proxy how to vote or let them decide on your behalf by ticking the box marked “discretion”. If you do not tick a box for the Scheme Resolution, then your proxy will be treated as having discretion on how to vote.
10. A proxy need not be a Shareholder. You may, if you wish, appoint the Chair or any other Director as your proxy. The Chair and all other Directors intend to vote proxies in favour of the Scheme at the Scheme Meeting unless otherwise instructed.
11. If, in appointing a proxy, you have not named a person to be your proxy (either online or on the enclosed voting/proxy form), or your named proxy does not attend the Scheme Meeting, the Chair of the Scheme Meeting will be your proxy and will vote in accordance with your express direction. If you have not included an express direction (either online or in the enclosed voting/proxy form), the Chair of the Scheme Meeting will exercise your vote in favour of the Scheme.
12. Once appointed, a proxy can be revoked or your voting directions to your proxy can be changed by lodging a new proxy online, as set out in Procedural Note 8(a) above. A Shareholder can also give written notice to the address details set out in Procedural Notes 8(b), 8(c) or 8(d) above, if such notice is received before 2:00 pm (New Zealand time) on 27 May 2025. If you attend the Scheme Meeting in person or online you may, but are not required to, revoke your proxy.
13. Despite Procedural Notes 8 and 11, Marsden Maritime may in its discretion accept proxy appointments received after 2:00 pm (New Zealand time) on 27 May 2025 if it considers it to be in the best interests of Marsden Maritime and Shareholders as a whole.

How to ask questions

14. You are invited to submit questions to be addressed at the Scheme Meeting. Marsden Maritime has discretion as to which, and how, questions will be answered during the Scheme Meeting. If you wish to submit a question, you may do so by completing the relevant section on the voting/proxy form:
 - (a) **online:** at Computershare’s website by following the instructions on the website www.investorvote.co.nz. You will be required to enter your Holder Number (CSN/HRN) and postcode for security purposes;
 - (b) **by email:** corporateactions@computershare.co.nz (please use “Marsden Maritime Question” as the subject for easy identification);
 - (c) **by mail:** Computershare Investor Services Limited, Private Bag 92119, Victoria Street West, Auckland 1142, New Zealand; or

(d) **in person:** Computershare Investor Services Limited, Level 2, 159
Hurstmere Road Takapuna, Auckland 0622, New Zealand.

15. There will also be an opportunity for Shareholders to raise questions during the Scheme Meeting in person or through the online platform at <https://meetnow.global/nz>.

Defined terms

16. Capitalised terms used in this Notice of Meeting have the meanings given to them in the Glossary at Section 9 of this Scheme Booklet.

3



Section 3

Further important information about the Scheme relevant to your voting decision

3.1 How the Scheme came about

The background of events leading to the Scheme is outlined in the Chair's letter, found in Section 1 of this Scheme Booklet.

On 24 February 2025, Marsden Maritime and the Consortium entered into the Scheme Implementation Agreement, which sets out the terms under which they will implement the Scheme. A summary of the Scheme Implementation Agreement is set out in Section 8.

3.2 Overview of the Scheme

The Scheme is the proposed scheme of arrangement under Part 15 of the Companies Act for the Consortium to acquire all the Shares not already held or controlled by NRC. Further information regarding the legal requirements and steps for implementation of the Scheme are set out in Section 4.

For the Scheme to be implemented, it needs to be approved by the required majorities of Shareholders and by the High Court, as explained in the Procedural Notes accompanying the Notice of Meeting. The Scheme is also subject to the satisfaction or waiver (to the extent capable of waiver) of all other Conditions. This includes the absence of a Material Adverse Change during the period commencing on the date that the Scheme Implementation Agreement was entered into (24 February 2025) and ending at 5:00 pm on the Business Day before the Implementation Date.

The outstanding Conditions at the date of this Scheme Booklet are:

- (a) approval of the Scheme by the High Court;
- (b) approval of the Scheme by Marsden Maritime's Shareholders;
- (c) no Prescribed Occurrence occurring in respect of Marsden Maritime prior to 5:00pm on the Business Day before the Implementation Date; and
- (d) no Material Adverse Change occurs, is announced or is discovered prior to 5:00pm on the Business Day before the Implementation Date.

The Scheme Implementation Agreement also includes a Condition to protect Shareholders, which applies up until the Scheme Meeting. That Condition requires the Independent Adviser's Report (included as Annexure A) to conclude prior to the Scheme Meeting that the Consideration is within or above the Independent Adviser's valuation range for the Shares. While the Independent Adviser can update the Independent Adviser's Report before the Scheme Meeting, Marsden Maritime has no reason to believe that this will occur, or that the Condition will not be satisfied.

The Conditions described at paragraphs (a) and (b) above must be satisfied by the End Date (being 30 September). The Conditions described at paragraphs (c) and (d) above must be satisfied at all times before 5:00 pm on the Business Day before the Implementation Date. If any of these Conditions (other than those Conditions that are satisfied on the Implementation Date) are not satisfied by the End Date the Scheme will not proceed (even if it has been approved by the requisite majorities of Shareholders) and you will not receive the Consideration.

The High Court also has the power to make such other conditions to the Scheme as it sees fit.

The Scheme Implementation Agreement also includes a condition requiring NRC to undertake community consultation under the Local Government Act 2002, given the status of NRC's equity investment in MMH as a "strategic asset" under NRC's long-term plan. The condition also requires that the consultation be completed to NRC's satisfaction and for NRC, at its complete discretion, to decide to implement the Scheme. This condition was satisfied prior to the First Court Date with NRC making its decision to support the Scheme on 22 April 2025. Marsden Maritime has no reason to believe that any of the Conditions will not be satisfied by the End Date (where applicable) to allow completion of the Scheme as contemplated in this Scheme Booklet.

3.3 Consideration

If the Scheme is implemented, and you hold Scheme Shares on the Scheme Record Date, you will be paid the Consideration of NZ\$5.60 in cash for each Scheme Share on the Implementation Date. See Section 4.3 for further details on how the Consideration will be paid.

3.4 Transfer of Shares and Payment of Consideration by the Consortium on behalf of NZ HoldCo

A company to be formed, referred to as "NZ HoldCo" in the Scheme Implementation Agreement, will be incorporated by the Consortium to acquire all the Shares under the Scheme and hold them on behalf of the Consortium members in the following percentages unless otherwise agreed with the Consortium:

- NRC: 43%;
- POT: 50%; and
- Tupu Tonu: 7%

On implementation of the Scheme, the Consortium will ensure that NZ HoldCo completes the acquisition of the Scheme Shares as above. The Consortium will, on behalf of NZ HoldCo, pay the Consideration in accordance with the terms of the Scheme Implementation Agreement and a Scheme Deed Poll (in the form set out in Annexure C to this Scheme Booklet). The obligation of the Consortium to pay the Consideration is enforceable by Scheme Shareholders and by Marsden Maritime on their behalf.

3.5 Your Directors unanimously recommend that you vote in favour of the Scheme

The Chair's letter in Section 1 of this Scheme Booklet recorded the unanimous recommendation of your Directors that you vote in favour of the Scheme Resolution at the Scheme Meeting to be held on 29 May 2025, in the absence of a Superior Proposal, and subject to the Consideration continuing to fall within or above the Independent Adviser's valuation range.

The Chair's letter recorded the reasons on which the Directors' unanimous resolution was based. The Directors considered a number of factors, including:

- the merits of the Scheme;
- the Consideration in relation to the Independent Adviser's valuation range and the Directors' own views of the value of Marsden Maritime; and
- Marsden Maritime's growth prospects and the additional time and capital it would require to achieve these, near term earnings expectations, the outlook for Marsden Maritime and broader market conditions and the risk of continuing to own and operate the business compared to realising value for Shareholders now.

3.6 Other matters which may influence your decision to vote for or against the Scheme include:

(a) *You may disagree with the Independent Adviser's value range for the Shares or the Independent Adviser's assessment of the merits of the Scheme*

You may consider that the Independent Adviser's valuation range undervalues your Shares or have a different view to the Independent Adviser on the merits of the Scheme.

(b) *You may consider that there is a possibility that a Superior Proposal could emerge*

As noted above, from the announcement of the Scheme on 25 February 2025 to the date of this Scheme Booklet, no Superior Proposal (or other change of control transaction proposal) has emerged, and the Directors do not believe that a Superior Proposal is likely to emerge. One of the members of the Consortium, NRC, has had to undertake a community consultation before this Notice of Meeting could be sent out. The consultation was limited to the change to the strategic plan required to make the offer of \$5.60 per share and it is not possible for NRC to agree to a different price without restarting the community consultation. However, you may disagree with the Directors, and you may believe that a Superior Proposal is possible prior to implementation of the Scheme.

(c) *You may wish to maintain an investment in a publicly listed company with the specific characteristics of Marsden Maritime in terms of industry, operations, profile, size and capital structure*

If the Scheme is approved and implemented, you will be paid the Consideration in cash for all of your Scheme Shares, you will cease to be a Shareholder, and Marsden Maritime will be delisted from the NZX. As a result, you will no longer be able to participate in the benefits (or be exposed to the risks) of Marsden Maritime's future financial performance or the future prospects of its ongoing business. You may believe that there are greater opportunities for the business than those identified by your Board and taken into account by the Independent Adviser. However, as with all investments in listed securities, there is no guarantee as to Marsden Maritime's future performance.

(d) *The tax implications of the Scheme may not suit your current financial position*

If the Scheme is approved and implemented, it may potentially result in adverse tax implications for you, which may arise earlier than may otherwise have been the case. If you are in doubt about the potential tax implications of the Scheme, you should seek advice from your tax adviser.

(e) *You may consider that the Scheme is subject to Conditions that you consider unacceptable*

All of the Conditions to the Scheme are summarised in Sections 3.2 and 8.2 of this Scheme Booklet. If those Conditions are not satisfied or waived (to the extent capable of waiver) by the End Date, the Scheme will not proceed (even if it has been approved by Shareholders) and you will not be paid the Consideration.

(f) *You may consider that the Scheme is not in your best interests*

For any, or a combination, of the reasons set out above in this Section 3.6 and/or for reasons that are particular to you or your circumstances, you may believe that the Scheme is not in your best interests.

3.7 Additional matters of importance for you to consider

(a) *Independent Adviser's Report*

The Independent Adviser has prepared a report for Shareholders on the merits of the Scheme. The full Independent Adviser's Report is set out in Annexure A. You are encouraged to read that report carefully before making a decision in respect of the Scheme.

(b) *You may sell your Shares on the NZX Main Board at any time prior to suspension of Shares from trading*

You can sell your Shares on the NZX Main Board at any time prior to the close of trading on the Trading Halt Date if you do not wish to hold them or participate in the Scheme.

However, if you sell your Shares on the NZX Main Board, the sale price may be less than the Consideration of NZ\$5.60 cash per Scheme Share, and you may incur brokerage charges on the sale. You should seek your own professional advice to determine if your individual financial or taxation circumstances may make it preferable for you to do so.

(c) *The Scheme may be implemented even if you do not vote at the Scheme Meeting or if you vote against the Scheme*

Regardless of whether you vote for or against the Scheme, abstain or do not vote, the Scheme will still be implemented if it is approved by Shareholders by the requisite majorities and by the High Court, the other Conditions

are satisfied or waived (to the extent capable of waiver), and the Scheme Implementation Agreement is not terminated. If implementation occurs and you hold Shares on the Record Date, those Shares will be transferred to the Consortium and you will be paid the Consideration for those Shares on the Implementation Date.

(d) *Dispute resolution is to be conducted through the New Zealand Courts*

All disputes under the Scheme Implementation Agreement will be resolved through litigation in the New Zealand Courts. You should be aware that:

- Litigation can be a time-consuming and costly process. If a dispute arises in respect of the Scheme, the outcome of the High Court process will be uncertain, and enforcement of any Court order may require litigation in other jurisdictions.
- If Marsden Maritime asks the High Court to grant a remedy for a breach of the Scheme Implementation Agreement, Marsden Maritime must continue to comply with the Scheme Implementation Agreement during the litigation process, until the issue is determined by a Court.
- Any party may appeal a High Court decision to the Court of Appeal, and, with leave, to the Supreme Court.

3.8 What happens if the Scheme is not approved?

If the Scheme is not approved by Shareholders or the High Court, or if the other Conditions are not satisfied or waived (to the extent capable of waiver), or if the Scheme Implementation Agreement is terminated:

- you will not be paid the Consideration;
- your Shares will not be transferred to the Consortium, and will be retained by you;
- Marsden Maritime will continue to operate as a standalone entity listed on, and with Shares quoted on, the NZX Main Board;
- you will continue to be exposed to the benefits and risks associated with an investment in Marsden Maritime and other general benefits and risks relating to any investment in a publicly listed company;
- the Consortium will be required to reimburse Marsden Maritime for the reasonable out-of-pocket costs incurred by Marsden Maritime in engaging external advisers since the Scheme Proposal was originally offered to Marsden Maritime, capped at \$1.2million except in circumstances where the Scheme does not proceed because of either: (1) a material breach by Marsden Maritime under the Scheme Implementation Agreement; or (2) the occurrence of a Prescribed Occurrence (Note: this obligation is provided for in clause 15.9 of the Scheme Implementation Agreement); and
- in the absence of a Superior Proposal, there is a risk that the price for Shares on the NZX Main Board may fall from its current trading levels, and trade more in line with pre-announcement levels (noting that the Directors are unable to predict the price at which Shares will trade in the future).

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Section 4

Key Steps in the Scheme

The key steps in the process to implement the Scheme are summarised briefly below.

4.1 Initial Orders

Marsden Maritime has applied to the High Court for, and on 1 May 2025 was granted, the Initial Orders. The Initial Orders required Marsden Maritime to convene the Scheme Meeting for Shareholders to consider and vote on the Scheme. A copy of the Initial Orders is available at <https://marsdenmaritime.co.nz/investors-area/scheme-2025/>. In addition, the Initial Orders were released to NZX on 1 May 2025. You can access information released by Marsden Maritime to NZX at <https://www.nzx.com/companies/MMH/announcements> (NZX:MMH).

The Scheme will only be implemented if:

- Shareholders approve the Scheme Resolution by the requisite majorities at the Scheme Meeting (see Section 6.1(b));
- the High Court approves the Scheme and grants the Final Orders;
- the other Conditions are satisfied or waived (to the extent capable of waiver); and
- the Scheme Implementation Agreement is not terminated in accordance with its terms.

4.2 Shareholder approval requirements

(a) *What are the voting requirements?*

In order for the Scheme Resolution to be approved at the Scheme Meeting, it requires:

- 75% or more of the votes of Shareholders in each interest class who are entitled to vote and who actually vote to be voted in favour of the Scheme Resolution; and
- more than 50% of the total number of Shares on issue to be voted in favour of the Scheme Resolution.

Each of these voting thresholds must be met for the Scheme Resolution to be approved. If the Scheme Resolution is approved by the requisite majorities of Shareholders at the Scheme Meeting, then Marsden Maritime will apply to the High Court for orders approving the Scheme (being the Final Orders).

(b) *What is an interest class?*

Shareholders whose rights are so dissimilar that they cannot sensibly consult together about a common interest will form a separate interest class for the purposes of voting on the Scheme Resolution.

Marsden Maritime has one class of shares, all of which are fully paid up ordinary shares with identical voting rights.

NRC is required to vote in a separate interest class. This is because NRC is part of the Consortium and has entered into the Voting Deed Poll described in Section 6.7 of this Scheme Booklet.

In addition, Lindsay Mark Faithfull, who holds or controls Shares, is also required to vote in a separate interest class. This is because Mr Faithfull is an Independent Director of Tupu Tonu. Mr Faithfull has not been involved in any Tupu Tonu negotiations concerning the Scheme and has abstained from voting in Tupu Tonu Board decisions. Mr Faithfull has entered into the Individual Voting Deed Poll described in Section 6.7 of this Scheme Booklet.

This means that, as at the date of the Scheme Booklet, there are three interest classes (being, respectively, NRC as one interest class, Lindsay Mark Faithfull as one interest class, and all other Shareholders in the other). This is expected to remain the case at the time of the Scheme Meeting.

(c) *Scheme Meeting*

Even though there are three interest classes, there will be only one Shareholder meeting (being the Scheme Meeting) held to consider the Scheme Resolution. The votes cast by NRC and Lindsay Mark Faithfull:

- will be counted separately for the purposes of the interest class vote; and
- will be counted together with the votes of all other Shareholders when assessing whether more than 50% of the total number of Shares on issue are voted in favour of the Scheme Resolution.

(d) *Voting commitments*

- (i) NRC, which holds and controls 22,142,907 Shares (being 53.6% of all Shares on issue at the date of this Scheme Booklet), has entered into the Voting Deed Poll described in Section 6.7 of this Scheme Booklet and commits to voting all Shares held by it in favour of the Scheme. This means that the vote of the interest class comprising NRC alone will be passed unanimously.
- (ii) Lindsay Mark Faithfull, who holds and controls 1,000 Shares (being 0.0024% of all Shares on issue at the date of this Scheme Booklet), has entered into the Individual Voting Deed Poll described in Section 6.7 of this Scheme Booklet and commits to voting all Shares held by him in favour of the Scheme. This means that the vote of the interest class comprising Mr Faithfull alone will be passed unanimously.
- (iii) POA, which holds and controls 8,218,829 Shares (being 19.9% of all Shares on issue), entered into a voting agreement with the Consortium on 24 February 2025 pursuant to which it agreed to vote all its Shares in favour of the Scheme at the Scheme Meeting, subject to the Independent Adviser's Report concluding that the Consideration is within or above the Independent Adviser's valuation range for the Shares.
- (iv) This means that to achieve the 75% voting threshold required of the class comprising all shareholders other than NRC and Lindsay Mark Faithfull

(assuming all Shares vote) will require acceptances of approximately 6.15 million of the Shares on issue out of a total of approximately 10.94 million Shares held by other Marsden Maritime shareholders. This equates to an acceptance rate of 56.2% for the non-NRC and POA Shares.

(v) Marsden Maritime's next four largest shareholders are institutional shareholders (comprising Salt Funds Management³, MFL Mutual Fund Limited, Accident Compensation Corporation and HSBC Nominees (New Zealand) Limited) collectively control approximately 3.42 million Shares on issue representing approximately 8.3% of the total Shares issued. The support of these shareholders will likely be material in determining whether the voting thresholds are achieved.

(vi) The remaining 18.2% of Marsden Maritime Shares are held across approximately 1,250 shareholders.

(e) *Can the Consortium acquire Shares before the Scheme Meeting?*

As the Consortium has determined that it should be treated as if it is an Associate of NRC, which at the date of this Scheme Booklet holds 53.6% of the capital of Marsden Maritime, the Consortium is unable to acquire any further legal or beneficial interest in any Shares, increase their respective holdings or control of Voting Rights in Marsden Maritime, or take any other action, in each case, that would be in breach of the Takeovers Code or the FMCA.

(f) *Takeovers Panel no-objection statement*

Under the Companies Act, Marsden Maritime may request a statement from the Takeovers Panel indicating that the Takeovers Panel has no objection to the High Court making the Final Orders to approve the Scheme. This is commonly referred to as a "no-objection statement".

If the Scheme Resolution is passed at the Scheme Meeting, Marsden Maritime will promptly apply for a no-objection statement from the Takeovers Panel which will be filed with the High Court as part of the final papers for the Final Court Hearing.

The Takeovers Panel has granted a preliminary statement (called a "letter of intention") indicating that, on the basis of the documents and information provided to it to date, it is minded to issue a final no-objection statement on or before the Final Orders Date.

Even when a no-objection statement is granted by the Takeovers Panel, the High Court still has the discretion to determine whether or not to approve the Scheme.

³ Salt Funds Management holds shares through two separate entities, being "Salt Long Short Fund" and "Salt Funds Management"

(g) *Final Court Hearing*

If Shareholders approve the Scheme Resolution at the Scheme Meeting, Marsden Maritime will apply to the High Court for the Final Orders.

The Final Orders, if granted by the High Court, will make the Scheme binding on Marsden Maritime, all Shareholders (including Shareholders who did not vote for the Scheme) and the Consortium, subject to the satisfaction or waiver (to the extent capable of waiver) of any of the Conditions which continue to apply until the implementation of the Scheme.

In considering the application for the Final Orders, the High Court will consider whether:

- there has been compliance with the relevant procedural rules, the relevant legislation and the Initial Orders (including in relation to the Scheme Meeting);
- the Scheme has been fairly put to Shareholders, including whether the Scheme Booklet contains sufficient information to enable each interest class of Shareholders to evaluate and vote on the Scheme;
- Shareholders in each interest class are fairly represented by those Shareholders who vote on the Scheme; and
- the Scheme is such that it might reasonably be approved by an intelligent and honest businessperson acting in that person's own interest.

Each Shareholder has the right to appear at the Final Court Hearing if the Shareholder has taken the steps set out in Section 4.7.

The Scheme will be implemented in accordance with the Scheme Plan if the High Court approves the Scheme, all other Conditions have been satisfied or waived (to the extent capable of waiver), and the Scheme Implementation Agreement is not terminated.

(h) *Scheme Record Date*

The Scheme Record Date is the date by which a person must be registered as a Shareholder to be eligible for the Scheme Consideration.

If all of the Conditions to the Scheme are satisfied or waived (to the extent capable of waiver) and you are a Shareholder recorded on the Share Register on the Scheme Record Date and the Scheme Implementation Agreement has not been terminated, you will be paid on the Implementation Date the Consideration for all of the Shares you hold as at the Scheme Record Date.

(i) *Dealings on or prior to the Scheme Record Date*

Marsden Maritime must, before 5:00 pm on the Record Date, register registrable transmission applications for Shares or registrable transfers of Shares received, in either case, prior to close of trading on the Trading Halt Date.

For the purposes of determining entitlements under the Scheme, Marsden Maritime will not accept for registration, nor recognise for any purpose (except a transfer of Shares in accordance with the Scheme Plan or any subsequent transfer by the Consortium), any transfer or transmission application or other request received after the close of trading on the Trading Halt Date, or received prior to such time but not in registrable or actionable forms.

Marsden Maritime intends to apply for Shares to be suspended from trading on the NZX Main Board with effect from the close of trading on the Trading Halt Date (which is the date two Business Days after the Final Orders Date or such other date as the Consortium and Marsden Maritime agree in writing). See the Indicative Timetable in Section 1 of this Scheme Booklet for further information about the proposed timing of the Scheme.

(j) *Dealings after the Scheme Record Date*

You must not dispose of, or purport or agree to dispose of, any Shares or any interest in them after 5:00 pm on the Trading Halt Date, except under the Scheme Plan.

For the purpose of determining entitlements to the Consideration, Marsden Maritime must maintain the Share Register in its form as at the Record Date (other than in respect of entries contemplated by the Scheme Plan) until the Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Consideration.

After 5:00 pm on the Scheme Record Date, each entry of a Shareholder on the Share Register (other than entries on the Share Register in respect of the NRC Existing Shares or otherwise contemplated by the Scheme Plan) will cease to have effect, except as evidence of entitlement to the Consideration in respect of the Shares relating to that entry.

(k) *Implementation Date*

The Implementation Date is the day on which Scheme Shareholders will be paid for their Scheme Shares. The Implementation Date will be the date (before the End Date) that is three Business Days after the Record Date (or such other date as Marsden Maritime and the Consortium may agree).

By 5:00 pm on the Business Day before the Implementation Date, the Consortium must pay into a trust account operated by Computershare the aggregate Consideration payable to Scheme Shareholders.

At implementation of the Scheme on the Implementation Date, which is currently expected to occur towards the end of June 2025, the Scheme Shares will be transferred to the Consortium, without Scheme Shareholders needing to take any further action.

Immediately after the Scheme Shares are transferred to the Consortium, Computershare will, on behalf of the Consortium, pay from the trust account the Consideration to Scheme Shareholders.

See Section 4.3 for more details on payment of the Consideration to Scheme Shareholders.

(l) *Scheme Deed Poll*

The Consortium agreed in the Scheme Implementation Agreement to execute a Scheme Deed Poll prior to the Second Court Date (which would follow Shareholder approval to the Scheme and the establishment of NZ Holdco). Pursuant to the Scheme Deed Poll the Consortium will undertake in favour of each Scheme Shareholder to pay each Scheme Shareholder on behalf of NZ HoldCo the Consideration to which they are entitled under the Scheme, subject to the Scheme becoming Effective.

The Scheme Plan appoints Marsden Maritime as attorney of the Scheme Shareholders to enforce the Scheme Deed Poll. The form of the Scheme Deed Poll is set out in Annexure C to this Scheme Booklet.

4.3 Payment of Consideration

If the Scheme is implemented, you will be paid the Consideration for your Scheme Shares on the Implementation Date, which is currently expected to occur towards the end of June 2025.

(a) *New Zealand dollar payments*

Except as contemplated by Sections 4.3(b) and 4.3(c) the Consideration will be paid by electronic funds transfer of New Zealand dollars into the New Zealand bank account you have previously provided to Computershare. If:

- you wish to change your bank account details; or
- you have not otherwise provided your New Zealand bank account details and you wish to be paid in New Zealand dollars,

please advise Computershare of your bank account details before the Scheme Record Date.

If you wish to be paid the Consideration for your Scheme Shares in New Zealand dollars and you have already provided Computershare with your New Zealand bank account details, you do not need to provide your details to Computershare. Otherwise, please provide your New Zealand bank account details to Computershare as soon as possible and, in any event, before the Scheme Record Date.

(b) *Payments in currencies other than New Zealand dollars*

Where you have a registered address outside New Zealand and you have, prior to the Record Date, registered to be paid by Hyperwallet, Computershare must transfer the Consideration owed to such Scheme Shareholder to the New Zealand dollar denominated trust account operated by Hyperwallet and instruct Hyperwallet to pay that Consideration (less any applicable costs and fees) to such Scheme Shareholder (in the currency nominated by such Scheme Shareholder to Hyperwallet).

Where you have not provided the information and/or taken the steps contemplated by clauses (a) and (b) above to enable payment to be made to you in a manner contemplated by one of those clauses (or if an electronic payment to such Scheme Shareholder is rejected by the recipient bank), Computershare must retain the Consideration owed to you in the Trust Account to be claimed by you in accordance with paragraph (c) below.

If a Scheme Shareholder has given more than one payment direction, then the later direction in time of receipt will be followed.

(c) *What happens if you do not provide sufficient payment information?*

If you have not provided the bank account or payment information and/or taken the steps contemplated by Sections 4.3(a) to 4.3(b), Computershare will retain the Consideration owed to you in a trust account for 24 months after the Implementation Date.

If Computershare retains your Consideration, you may, before the expiry of that 24-month period, claim your Consideration by written request to Computershare. In connection with this request, you must provide the bank account or payment information, or take the steps, contemplated by clauses (a) and (b) above.

If you have not claimed your Consideration in accordance with the above paragraph by the expiry of the 24-month period, Computershare will pay your Consideration (and all other remaining, unclaimed Consideration) to Marsden Maritime. You retain the right to make a claim against Marsden Maritime for your unclaimed Scheme Consideration (as an unsecured creditor) after the expiry of the 24-month period.

(d) *How to contact Computershare to provide bank account details or payment information*

Computershare's contact details are set out in the Directory.

4.4 No encumbrances

The Scheme Plan provides that each Scheme Shareholder warrants to the Consortium on the Implementation Date that all their Scheme Shares (including all rights and entitlements attaching to those Shares) which are transferred under the Scheme Plan (Annexure B to this Scheme Booklet) will, at the time of transfer, be fully paid and free from encumbrances and restrictions on transfer of any kind and that they have full power and capacity to transfer their Scheme Shares to the Consortium, together with any rights and entitlements attaching to those Scheme Shares.

4.5 No dividends

Marsden Maritime has agreed that it will not authorise or pay any dividends prior to implementation of the Scheme.

4.6 Delisting of Marsden Maritime

Marsden Maritime intends to apply for termination of the quotation of Shares on, and the de-listing of Marsden Maritime from, the NZX Main Board from close of trading on the Implementation Date.

4.7 Shareholder objection rights

If you do not support the Scheme, you can vote against the Scheme Resolution at the Scheme Meeting.

In addition, if you are a Shareholder, you have the right to appear and be heard at the Final Court Hearing, which is currently expected to occur at 10:00 am on 11 June 2025 at the High Court at Auckland. The High Court proceeding number is CIV-2025-404-938.

To do so, you must file with the High Court at Auckland (24 Waterloo Quadrant, Corner Waterloo Quadrant & Parliament Street, Auckland) a notice of appearance or a notice of opposition, and any affidavits or memoranda of submissions on which you intend to rely, by the final date for objections (as described below). Your notice of appearance or notice of opposition should contain an address for service. You must serve a copy of your notice of appearance or notice of opposition to Marsden Maritime at c/ - Heimsath Alexander, Level 1 Shed 22, Princes Wharf, Auckland or email angela@halaw.co.nz. If you do this, Marsden Maritime will serve you, at your address for service, a copy of all documents filed in support of the application for Final Orders by 5:00 pm on the date that is three Business Days before the Final Court Hearing.

The final date for objections is 6 June 2025 (or any later date announced by Marsden Maritime on the NZX).

Any other person claiming to have a proper interest in the Scheme, who wishes to appear and be heard on the application for Final Orders, must file an application with the High Court at Auckland (24 Waterloo Quadrant, Corner Waterloo Quadrant & Parliament Street, Auckland) for leave to be heard and a notice of opposition (either or both containing an address for service), and any affidavits or memoranda of submissions on which such person intends to rely, by the final date for objections (see above). You must serve a copy on Marsden Maritime at c/ - Heimsath Alexander, Level 1, Shed 22, Princes Wharf, Auckland 1010 or email angela@halaw.co.nz. Marsden Maritime will then serve upon any such person, at their address for service, a copy of the affidavits in support of the application for Final Orders by 5:00 pm on 9 June 2025.

If the application for Scheme approval is opposed, oppositions will be heard by the High Court at the Final Court Hearing.

You may only appear and be heard at the Final Court Hearing if you are:

- a Shareholder who files a notice of appearance or a notice of opposition to the application for Final Orders within the required timeframes (set out above); or

- any other person who claims to have a proper interest in the Scheme who files an application for leave to be heard and a notice of opposition to the application for Final Orders within the required timeframes (set out above), and who is subsequently granted leave to appear and be heard at the Final Court Hearing.

In addition, the Takeovers Panel may consider an objection by a Shareholder or other interested party to the Scheme when determining whether to provide its no-objection statement (see Section 4.2(f) of this Scheme Booklet). Written objections can be submitted directly to the Takeovers Panel (whether or not a no-objection statement is granted) by email to takeovers.panel@takeovers.govt.nz. The Takeovers Panel is also entitled to appear and be heard at the Final Court Hearing of the application for Final Orders.

There are no other dissent or buy-out rights for Shareholders who do not support the Scheme.

If you do not want to participate in the Scheme, you are free to sell your Shares at any time before close of trading on NZX on the Trading Halt Date (see Section 3.7(b)). Marsden Maritime intends to apply to the NZX for trading in Shares to be suspended on the NZX Main Board from the close of trading on the Trading Halt Date, being the date that is two Business Days after the Final Orders Date or such other date as the Consortium and Marsden Maritime agree in writing. You will not be able to sell your Shares on the market after this time (see also the restrictions on transfer of Shares described in Section 4.2(h)).

You should note that if you choose to sell your Shares before the Trading Halt Date, the price you receive may differ from the Consideration of NZ\$5.60 for each Scheme Share under the Scheme, and you may incur brokerage charges on the sale. You should seek your own professional advice to determine if your individual financial or taxation circumstances would be better served by selling your Shares before the Trading Halt Date.

5



Section 5

Information about the Consortium

This Section 5 forms part of the Consortium Information and has been prepared by, and is the responsibility of, the Consortium. Marsden Maritime, members of the Marsden Maritime Group and their Directors, officers and advisers do not assume any responsibility for the accuracy or completeness of the information in this Section 5.

5.1 The Consortium

If the Scheme is implemented, the Consortium will acquire all of the Scheme Shares.

The Consortium is an unincorporated joint venture formed for the purpose of acquiring the Scheme Shares. NRC identified POT and Tupu Tonu as its preferred partners for the investment into Marsden Maritime. The partnership provides both increased Northland ownership through NRC and Tupu Tonu and increased financial and operational commitment and expertise via POT's increased ownership.

The strategic rationale for the Scheme includes:

- the ability to better align the strategic interests of Northport with Marsden Maritime's land-based assets to improve future growth and development prospects;
- significantly simplifying the ownership structure and optimising access to additional capital in future; and
- more transparency and direct control and influence for the consortium partners, without the constraints of being NZX-listed and having a complicated ownership structure.

5.2 Northland Regional Council

Northland Regional Council is a local government authority established under the Local Government Act 2002 operating within statutory boundaries in Northland. NRC oversees the Northland region, which includes the Far North, Whangārei and Kaipara districts. It is the governing body responsible for managing the air, land, freshwater and coastal resources of the Northland region. NRC continually advocates for region-wide projects that have a significant impact on Northland's wellbeing. As a regional council, NRC works to create a healthy environment, a strong economy and resilient communities.

5.3 Port of Tauranga Limited

Port of Tauranga is a company listed on the NZX Main Board, with approximately 12,000 shareholders. POT is 54.14% owned by Quayside Holdings Limited, the investment arm of the Bay of Plenty Regional Council.

It is the largest and most efficient port in New Zealand, handling a third of all New Zealand cargo, nearly 40% of New Zealand exports and nearly 40% of all shipping containers.

It currently has a 50 per cent stake in Northport Limited (alongside Marsden Maritime), as well as having interests in other ports around the country.

5.4 Ngāpuhi Investment Fund Limited

The Ngāpuhi Investment Fund Limited, trading as Tupu Tonu, was established by the Crown in December 2020 as a crown-owned entity under the Public Finance Act 1988. Tupu Tonu manages an investment portfolio of assets, primarily focused on land-based assets based in Northland. Investment decisions are made by the fund itself in accordance with its investment strategy. Tupu Tonu is tasked with establishing a portfolio of commercial assets that can be offered in future Treaty settlement negotiations between the Crown and Ngāpuhi.

6

Section 6

Statutory Information
equivalent to
Schedule 1 of the
Takeovers Code

Information equivalent to Schedule 1 of the Takeovers Code

This Section contains information, to the extent applicable, equivalent to the information that would be provided by the Consortium in a takeover offer document in accordance with Schedule 1 of the Takeovers Code.

The Consortium has prepared, and is solely responsible for, the information in this Section. The Consortium has not prepared, and is not responsible for, information which is referred to in this Section 6, but which is set out in another Section (other than Section 1) of this Scheme Booklet. Marsden Maritime, members of the Marsden Maritime Group and their Directors, officers and advisers do not assume any responsibility for the accuracy or completeness of the information set out in this Section 6 (other than information which is referred to in this Section, but which is set out in another Section (other than Section 1) of this Scheme Booklet).

6.1 Date

This section 6 was prepared, and is current, as at 1 May 2025.

6.2 The Consortium members and their directors/Councillors

The primary email address for the Consortium is: c/ - Roger.Wallis@chapmantripp.com

The name, email and postal address of each of the members of the Consortium is:

Northland Regional Council

Address:	36 Water Street, Whangārei 0110
Email:	jong@nrc.govt.nz
Attention:	Jonathan Gibbard, Chief Executive Officer

Port of Tauranga Limited

Address:	2 Salisbury Avenue, Mount Maunganui, Mount Maunganui 3116
Email:	leonard.sampson@port-tauranga.co.nz
Attention:	Leonard Sampson, Chief Executive Officer

Ngāpuhi Investment Fund Limited (Tupu Tonu)

Address:	Level 4 Rawlinsons House, 5 Willeston Street, Wellington Central, Wellington 6011
Email:	kelly.dunn@tuputonu.co.nz
Attention:	Kelly Dunn, Chief Executive Officer

The current directors/councillors of the members of the Consortium are:

Northland Regional Council – Councillors

Geoffrey Alan Crawford
Beth Tui Shortland
Peter-Lucas Kaaka Jones
Clinton Heath Jack Craw
Martin Thomas Robinson
Amy Margaret Florence Macdonald
John Wallace Blackwell
Ian Ray Carr
Richard Joseph Stolwerk

Port of Tauranga Limited – Directors

Alison Moira Andrew
Dean John Bracewell
Julia Cecile Hoare
Douglas William Leeder
Sir Robert Arnold McLeod
John Brodie Stevens
Fraser Scott Whineray

Ngāpuhi Investment Fund Limited (Tupu Tonu) – Directors

Benjamin Grant Dalton
Ripeka Evans
Lindsay Mark Faithfull
Sarah Jane Petersen
Geoffery Douglas Taylor

6.3 Scheme Company

The name of the company to which the Scheme relates is Marsden Maritime Holdings Limited.

Address:	c/o David Jones, Heimsath Alexander, 147 Quay Street, Auckland Central, Auckland 1010 New Zealand
Email:	rosie.mercer@marsdenmaritime.co.nz

6.4 Scheme terms

The terms and conditions of the Scheme are set out in the Scheme Plan in Annexure B. An overview of the terms and conditions of the Scheme is included in Section 3.2. The material terms of the Scheme Implementation Agreement are summarised in Section 8.

6.5 Ownership of equity securities of Marsden Maritime

Except as set out in the table below, none of the following persons hold or control any equity securities in Marsden Maritime:

- (a) Port of Tauranga Limited and Ngāpuhi Investment Fund Limited;
- (b) any Related Entity of the Consortium;
- (c) any person acting jointly or in concert with the Consortium; and
- (d) any director of any person described in paragraphs (a) to (c); and
- (e) any other person holding or controlling 5% or more of the class, to the knowledge of the offeror.

Name of holder or controller of Marsden Maritime equity securities	Shares held or controlled at the date of this Scheme Booklet	% of total Shares on issue at the date of this Scheme Booklet
Northland Regional Council	22,142,907	53.61%
Port of Auckland Limited	8,218,829	19.90%
Lindsay Mark Faithfull, Independent Director of Tupu Tonu ⁴	1,000	0.0024%

No other persons hold or control 5% or more of any class of equity securities in Marsden Maritime.

6.6 Trading in Marsden Maritime equity securities

None of the persons referred to in 6.5(a) to 6.5(e) above, nor NRC, POA and Lindsay Mark Faithfull, have acquired or disposed of any equity securities in Marsden Maritime in the six-month period ending on the date of this Scheme Booklet.

6.7 Agreements to vote in favour of Scheme

Except as set out below in this Section 6.7 no person has agreed, conditionally or unconditionally, or publicly announced an intention, to vote in favour of the Scheme.⁵

⁴ Mr Faithfull has not been involved in any Tupu Tonu negotiations concerning the Scheme and has abstained from voting in Tupu Tonu Board decisions.

⁵ None of the Directors of Marsden Maritime hold or control Marsden Maritime Shares.

- On 25 February 2025, POA and the Consortium, entered into the Voting Agreement to vote in favour of the Scheme. This Voting Agreement was entered into in accordance with the Takeovers Code (Voting Agreements for Schemes of Arrangement) Exemption Notice 2020.
- NRC has entered into the Voting Deed Poll in favour of the Takeovers Panel. Under the Takeovers Panel's Guidance Note on Schemes of Arrangements, dated 31 July 2024 (the Guidance Note), NRC is a promoter of the Scheme. Because NRC is a Shareholder and is eligible to vote at the Scheme Meeting, NRC is required to vote in favour of the Scheme under the Voting Deed Poll (see paragraph 5.11 of the Guidance Note). The Voting Deed Poll will be enforceable by the Panel.
- Lindsay Mark Faithfull has entered into the Individual Voting Deed Poll and commits to voting all Shares held by him in favour of the Scheme.

Under the Voting Agreement, POA agreed:

- that if the Scheme is proposed by Marsden Maritime to Marsden Maritime shareholders, then, as long as the Consideration is within or above the valuation range of the independent adviser appointed by Marsden Maritime, it will vote, or will procure that the chairman of Marsden Maritime is appointed as proxy in respect of the Specified Shares (as that term is defined in the Voting Agreement) and that the chairman is directed to vote, all of the Specified Shares in favour of the resolution to be put to Marsden Maritime shareholders at the Scheme Meeting to approve or otherwise facilitate the Scheme;
- until the earlier of the date on which the Court grants final orders in respect of the Scheme or the date on which the SIA is terminated, not to dispose of, or agree to dispose of, or encumber any of the Specified Shares (or any interest in them), other than to the Consortium under the Scheme or any alternative transaction promoted by the Consortium (or a related party of the Consortium) under the SIA;
- not to dispose of, agree to dispose of or otherwise part with ownership, control or any voting rights in respect of Specified Shares;
- except as required by the Voting Agreement, not to fetter its right to vote any of the Specified Shares.

Under the Voting Deed Poll and Individual Voting Deed Poll, NRC and Lindsay Mark Faithfull have agreed to:

- cast all of the votes attached to the Relevant Shares (as that term is defined in the Voting Deed Poll) (or procure that they are cast) in favour of the Scheme at any meeting of shareholders of Marsden Maritime called to consider and approve the Scheme (including any interest class approval of which they form part of the relevant class); and
- on and from the date of the Deed Poll to and including the earlier of either the date on which the Scheme is implemented or the date on which the SIA is terminated, not dispose of, encumber, or deal in any way with any of the Relevant Shares, except to transfer the Relevant Shares under the Proposed Scheme.

Copies of the Voting Agreement, Voting Deed Poll and Individual Voting Deed Poll are available at <https://marsdenmaritime.co.nz/investors-area/scheme-2025/>. See Section 4.2 of this Scheme Booklet for further details.

6.8 Arrangements to pay consideration

The Consortium confirms that resources will be available to it sufficient to meet the total Consideration to be paid to Scheme Shareholders if the Scheme becomes Effective (see Section 8.9).

The Consortium agreed that it will execute a Scheme Deed Poll under which the Consortium will undertake in favour of each Scheme Shareholder to pay each Scheme Shareholder, on behalf of NZ HoldCo, the Consideration to which they are entitled under the Scheme, subject to the Scheme becoming Effective (see Section 4.2(l) for further detail in relation to the Scheme Deed Poll).

The form of the Scheme Deed Poll is set out in Annexure C to this Scheme Booklet.

6.9 Arrangements between the Consortium and Marsden Maritime

Except as set out below in this Section, as at the date of this Scheme Booklet, no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Consortium or any Associates of the Consortium and Marsden Maritime or any Related Entity of Marsden Maritime, in connection with, in anticipation of, or in response to, the Scheme.

(a) Confidentiality Agreements

On 13 January 2025 Marsden Maritime entered into a confidentiality agreement with NRC, POT, Tupu Tonu, and Northport setting out the terms on which the parties agreed to exchange confidential information relating to the Scheme. Under the Confidentiality Agreement, each of NRC, POT, Tupu Tonu and Marsden Maritime (as Recipients) agreed to keep confidential information disclosed strictly confidential and only to disclose such information in limited circumstances. Confidential information included information provided by the Consortium, Marsden Maritime or Northport (as Disclosers) as well as information from North Tugz.

(b) Scheme Implementation Agreement

On 24 February 2025, after the close of trading on the NZX, the Consortium and Marsden Maritime entered into the Scheme Implementation Agreement. Under the Scheme Implementation Agreement, the Consortium has agreed to propose a scheme of arrangement between the Consortium, Marsden Maritime and the Shareholders, the effect of which will be that all the Shares that NRC does not already own or control will be transferred to the Consortium and the Consortium will provide or procure the provision of the Scheme Consideration to Shareholders. The material terms of the Scheme Implementation Agreement are summarised in Section 8.

The Scheme Implementation Agreement was released to NZX on 25 February 2025 prior to the opening of the NZX for trading, a copy of which is available at <https://marsdenmaritime.co.nz/investors-area/scheme-2025>. You can access information released by Marsden Maritime to NZX at www.nzx.com (under the NZX code: MMH).

(c) *Scheme Deed Poll*

The Consortium has agreed to enter into the Scheme Deed Poll prior to the Second Court Date, pursuant to which the Consortium undertakes in favour of each Scheme Shareholder to pay each Scheme Shareholder, on behalf of NZ HoldCo, the Consideration to which they are entitled under the Scheme, subject to the Scheme becoming Effective.

The Scheme Deed Poll will also record that under the Scheme Plan, Marsden Maritime is appointed as attorney and agent for the Scheme Shareholders.

The form of the Scheme Deed Poll to be entered into prior to the Second Court Date is set out in Annexure C to this Scheme Booklet.

(d) *Voting Deed Poll*

NRC has entered into the Voting Deed Poll in favour of the Takeovers Panel. The Voting Deed Poll is described in Section 6.7 of this Scheme Booklet.

(e) *Individual Voting Deed Poll*

Lindsay Mark Faithfull has entered into the Individual Voting Deed Poll in favour of the Takeovers Panel. The Individual Voting Deed Poll is described in Section 6.7 of this Scheme Booklet.

(f) *Capital Contribution Agreement*

On 24 February 2025, each member of the Consortium entered into a capital contribution agreement (CCA). Under the CCA:

- (i) the Consortium agreed to establish NZ HoldCo prior to the Second Court Date and committed to provide equity funding to NZ HoldCo to enable cash payments to be paid under the Scheme;
- (ii) NRC agreed to sell its existing shares in Marsden Maritime to NZ HoldCo at the same \$5.60 price per share as the minority Shareholders are being paid, in return for an issue of shares in NZ HoldCo;
- (iii) POT agreed to sell its shares in Northport to NZ HoldCo, in return for an issue of shares in NZ HoldCo at an effective issue price of \$5.60 per share; and
- (iv) the Consortium has agreed to enter into a Shareholders Agreement, regulating the manner in which NZ HoldCo will be governed and operate under their private ownership.

6.10 Arrangements between the Consortium and Directors and Senior Managers of Marsden Maritime

Except as set out below in this Section 6.10, no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Consortium or any Associates of the Consortium and any Director or Senior Manager of Marsden Maritime or any Related Entity of Marsden Maritime (including any agreement or arrangement providing for a payment or other benefit proposed to be made or given by way of compensation for loss of office or as to the Director or Senior Manager remaining in or retiring from office), in connection with, in anticipation of, or in response to, the Scheme.

(a) *Indemnities for directors, officers and employees of the Marsden Maritime Group*

Under the Scheme Implementation Agreement, the Consortium has agreed, subject to any Companies Act restrictions, that it and its Related Entities will:

- (i) subject to Section 6.10(c)(iii) below, for a period of seven years from the Implementation Date, ensure that the constitutions of the members of the Marsden Maritime Group continue to provide for each member of the Marsden Maritime Group to indemnify each of its current and former directors and officers against liabilities (excluding for fraud or wilful misconduct) incurred by that person in their capacity as a director, officer or employee of the Marsden Maritime Group member other than a member of the Marsden Maritime Group; and
- (ii) procure that the members of the Marsden Maritime Group comply with any deeds of indemnity, access and insurance made by them in favour of their respective directors and officers from time to time.

(b) *Insurance for directors and officers of the Marsden Maritime Group*

Under the Scheme Implementation Agreement, the Consortium has agreed that:

- (i) the Consortium will ensure that Marsden Maritime maintains the directors' and officers' run-off insurance cover already in place and fully paid before the date of the Scheme Implementation Agreement, for those directors and officers on no less favourable terms than Marsden Maritime's current directors' and officers' policy, for a period of seven years from the retirement date of each director and officer in respect of any director or officer of a member of the Marsden Maritime Group ("**D&O Run-off Policy**"); and
- (ii) for the avoidance of doubt, there is no obligation on the Consortium to pay for run-off insurance or any further insurance to achieve the above purposes (i.e. in addition to the arrangements that Marsden Maritime have).

(c) *Benefit of the agreements*

These agreements summarised above in this Section 6.10 are:

- (i) given for the benefit of each person who is a current or former director or officer of any member of the Marsden Maritime Group (including the Directors and the Senior Managers) and are intended to be enforceable by each such person;
- (ii) subject to restrictions in the Companies Act or the law of the jurisdiction in which the Marsden Maritime Group member is incorporated; and
- (iii) given until the earlier of the end of the relevant period specified or the relevant Marsden Maritime Group member ceasing to be part of the Consortium Group.

6.11 Financial assistance

After the Consideration is paid and the Scheme has been implemented, the members of the Marsden Maritime Group will be wholly-owned subsidiaries of the Consortium, through its holding company, NZ HoldCo, and be members of the Consortium Group. Accordingly, members of the Marsden Maritime Group may, after implementation of the Scheme, grant security over their respective assets to the financiers of the Consortium Group.

6.12 Intentions about material changes to Marsden Maritime

Given that, if the Scheme becomes Effective, Marsden Maritime will become a wholly-owned subsidiary of the Consortium, this information is not applicable.

6.13 No pre-emption rights clauses in Marsden Maritime's constitution

Marsden Maritime's constitution does not contain any restrictions on the right of Scheme Shareholders to transfer Scheme Shares (being the equity securities to which the Scheme relates) which have the effect of requiring Scheme Shareholders to offer Scheme Shares for purchase to other Scheme Shareholders or to any other person before transferring the Scheme Shares under the Scheme.

6.14 No escalation clauses

There is no agreement or arrangement (whether legally enforceable or not) under which:

- any existing holder of equity securities in Marsden Maritime will or may receive in relation to, or as a consequence of, the Scheme any additional consideration or other benefit over and above the Consideration; or
- any prior holder of equity securities in Marsden Maritime will or may receive any consideration or other benefit as a consequence of the Scheme.

6.15 Only one class of financial products is subject to the Scheme

The only financial products subject to the Scheme are the Shares. Accordingly, no report is required to be obtained by the Consortium under rule 22 of the Takeovers Code as to the fairness and reasonableness of the consideration and terms of the Scheme as between different classes of financial products.

Section 7

Statutory Information equivalent to Schedule 2 of the Takeovers Code



Information equivalent to Schedule 2 of the Takeovers Code

This Section 7 contains information, to the extent applicable, that would be provided by Marsden Maritime in a target company statement under Schedule 2 of the Takeovers Code.

7.1 Date

This Scheme Booklet is dated 1 May 2025.

7.2 Scheme

This Scheme Booklet relates to a scheme of arrangement between Marsden Maritime and its Shareholders in relation to the proposed acquisition of the Scheme Shares by the Consortium.

7.3 Scheme company

The name of the company to which the Scheme relates is Marsden Maritime Holdings Limited.

Address:	c/o David Jones, Heimsath Alexander, 147 Quay Street, Auckland Central, Auckland 1010 New Zealand
Email:	rosie.mercer@marsdenmaritime.co.nz

7.4 Directors of Marsden Maritime

The names of the Directors of Marsden Maritime are:

Benoît Marcenac, Independent Chair
Anthony Gibson, Independent Director
Gwyneth MacLeod, Independent Director
Christine Pears, Independent Director
Jared Pitman, Independent Director
John Sproat, Independent Director

7.5 Ownership of equity securities of Marsden Maritime

Ownership interests of Directors and Senior Managers of Marsden Maritime

Shares

None of the Directors or Senior Managers of Marsden Maritime or their Associates hold or control any Shares or other Marsden Maritime equity securities as at the date of this Scheme Booklet.⁶

⁶ The information in Section 7.5 above was provided on behalf of Directors or Senior Managers in response to questionnaires circulated by Marsden Maritime after entering into the Scheme Implementation Agreement and is stated as at 24 April 2025 (being the last practicable date before the date of this Scheme Booklet).

7.6 Ownership interests of holders or controllers of 5% or more of Shares or other Marsden Maritime equity securities

The table below sets out the number and the percentage of Shares held or controlled by any other person holding or controlling 5% or more of the Shares or another class of Marsden Maritime equity securities, to the knowledge of Marsden Maritime.⁷

Holder or controller of 5% or more of the Shares or other Marsden Maritime equity securities	Number of Shares or other Marsden Maritime equity securities held or controlled at the date of this Scheme Booklet	Percentage of total Shares or other Marsden Maritime equity securities at the date of this Scheme Booklet
Northland Regional Council	22,142,907	53.61%
Port of Auckland Limited	8,218,829	19.90%

Except as set out in the table above, to Marsden Maritime's knowledge, no other person holds or controls 5% or more of a class of equity securities of Marsden Maritime.

No Director or Senior Manager of Marsden Maritime or, to their knowledge, their Associates, and no person who, to Marsden Maritime's knowledge, holds or controls 5% or more of the Shares or other Marsden Maritime equity securities has a relevant interest in a derivative for which the underlying is Shares.

7.7 Issue of equity securities or obtaining of beneficial interest in equity securities

In the two-year period ending on the date of this Scheme Booklet, no Director or Senior Manager of Marsden Maritime, or their Associates has:

- been issued with any equity securities of Marsden Maritime; or
- obtained a beneficial interest in any equity securities of Marsden Maritime under any Marsden Maritime employee share scheme or other remuneration arrangement.

7.8 Trading in Marsden Maritime equity securities by Directors and Senior Managers of Marsden Maritime

In the six month period before 24 April 2025 (being the latest practicable date before the date of this Scheme Booklet), no Shares or equity securities have been acquired or disposed of by a Director or Senior Manager (including their Associates).

⁷ The information in the above table was taken from substantial product holder notices or was provided on behalf of the named persons in response to questionnaires circulated by Marsden Maritime after entering into the Scheme Implementation Agreement and is stated as at 24 April 2025 (being the last practicable date before the date of this Scheme Booklet).

7.9 Trading in Marsden Maritime equity securities by holders or controllers of 5% or more of Marsden Maritime equity securities

During the six month period before 24 April 2025 (being the latest practicable date before the date of this Scheme Booklet) no Shares or equity securities have been acquired or disposed by any person holding or controlling 5% or more Shares or equity securities as at the date of this Scheme Booklet.

7.10 Intentions to vote in favour of the Scheme

No Director or Senior Manager holds or controls Shares or equity securities which otherwise would entitle them to vote on the Scheme.

Should any Director acquire any Shares prior to the Scheme Meeting date, they have agreed to vote, or procure the voting of, all Shares held or controlled by him or her in favour of the Scheme, subject to no Superior Proposal having been received and the Consideration continuing to be within or above the Independent Adviser's valuation range.

7.11 Ownership of equity securities of the Consortium or its Related Entities

Neither Marsden Maritime, nor any Director, Senior Manager or any of their Associates, holds or controls any equity securities of the Consortium or any Related Entity of the Consortium.

7.12 Trading in equity securities of the Consortium or its Related Entities

Neither Marsden Maritime, nor any Director, Senior Manager or any of their Associates, has acquired or disposed of any equity securities of or financial interest in any member of the Consortium or any Related Entity of the Consortium during the six month period before 24 April 2025, being the latest practicable date before the date of this Scheme Booklet.

7.13 Arrangements between the Consortium and Marsden Maritime

Except as set out below in this Section 7.13 no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Consortium or any Associates of the Consortium and Marsden Maritime or any Related Entity of Marsden Maritime in connection with, in anticipation of, or in response to, the Scheme.

(a) Confidentiality Agreements

The confidentiality agreement between Northport Limited, the Consortium and Marsden Maritime is described in Section 6.9 of this Scheme Booklet.

Related to the above confidentiality agreement, Marsden Maritime, North Tugz, and Northport entered into a confidentiality agreement on 15 January 2025 under which (a) North Tugz permitted the disclosure by Marsden Maritime and Northport of North Tugz confidential information to the Consortium, for the purposes of evaluating the business of Marsden Maritime

in the context of the Scheme proposal, and (b) North Tugz and Northport agreed to keep information provided by Marsden Maritime in connection with that Scheme proposal confidential.

(b) *Scheme Implementation Agreement*

The Scheme Implementation Agreement is summarised in Sections 3 and 10 of this Scheme Booklet.

(c) *Scheme Deed Poll*

The Scheme Deed Poll is described in Sections 4.2(l), 6.8 and 6.9 of this Scheme Booklet.

(d) *Voting Agreements*

The Voting Agreements are described in Section 6.7 of this Scheme Booklet.

7.14 Relationship between the Consortium and Directors and Senior Managers of Marsden Maritime

No agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between the Consortium or any Associate of the Consortium, and any Director or Senior Manager of Marsden Maritime or any Related Entity of Marsden Maritime in connection with, in anticipation of, or in response to, the Scheme other than as described in Section 7.13 above.

No Directors or Senior Managers of Marsden Maritime are also directors or senior managers of the Consortium or any Related Entity of the Consortium.

7.15 Agreement between Marsden Maritime and its Directors and Senior Managers

Except as set out below in this Section 7.15, no agreement or arrangement (whether legally enforceable or not) has been made, or is proposed to be made, between Marsden Maritime or any Related Entity of Marsden Maritime and any Directors or Senior Managers of Marsden Maritime or its Related Entities or their Associates, under which a payment or other benefit may be made or given by way of compensation for loss of office, or as to their remaining in or retiring from office in connection with, in anticipation of, or in response to, the Scheme.

(a) *Retention payments of Senior Executives*

In return for CEO Rosie Mercer's commitment to assist with the proposed scheme, Ms Mercer will be paid a Retention Bonus of the equivalent of six (6) months' base salary; and will be granted a one-off additional three (3) months' annual leave entitlement, additional to contractual and statutory entitlements, to be paid and taken in accordance with the Holidays Act 2003 or its replacement; and her three-year anniversary entitlement of six (6) months redundancy has been effective from 24 February. The bonus is to be paid

subject to conditions being met, on the earlier of the date that the proposed scheme of arrangement is either implemented or terminated (currently anticipated to occur on or about 30 June 2025), or 30 June 2025.

In return for CFO Vidura Galpoththage's commitment to assist with the proposed scheme, Mr Galpoththage will be paid a Retention Bonus of the equivalent of four (4) months' base salary; and will be granted a one-off additional one (1) months' annual leave entitlement, additional to contractual and statutory entitlements, to be paid and taken in accordance with the Holidays Act 2003 or its replacement. The bonus is to be paid subject to conditions being met, on the earlier of the date that the proposed scheme of arrangement is either implemented or terminated (currently anticipated to occur on or about 30 June 2025), or 30 June 2025.

7.16 Interests of Directors and Senior Managers of Marsden Maritime in contracts of the Consortium or its related entities

Except as set out in Section 6.10 of this Scheme Booklet, which refers to the indemnity and insurance cover benefits extended to Directors and Senior Managers of Marsden Maritime, no Director or Senior Manager or their Associates of Marsden Maritime has an interest in any contract to which the Consortium, or any Related Entity of the Consortium, is a party. Marsden Maritime is unable to quantify the monetary value of the interests described in Section 6.10.

7.17 Interests of Marsden Maritime's substantial security holders in material contracts of the Consortium or its Related Entities

No person who, to the knowledge of the Directors or the Senior Managers of Marsden Maritime, holds or controls 5% or more of any class of equity securities of Marsden Maritime, has an interest in any material contract to which the Consortium or any Related Entity of the Consortium, is a party.

7.18 Additional information

In the opinion of the Directors, no additional information, to the knowledge of Marsden Maritime, is required to make the information in this Scheme Booklet correct or not misleading.

7.19 Recommendation

Your Directors unanimously recommend that Shareholders vote in favour of the Scheme Resolution, in the absence of a Superior Proposal.

Your Directors may change their recommendation only if the Independent Adviser changes the Independent Adviser's valuation range for the Shares and, after that change, the Consideration is below the Independent Adviser's valuation range for the Shares. In addition, the Directors may change their recommendation if there is a Superior Proposal prior to the Scheme Meeting which the Consortium does not match in accordance with the matching rights set out in the Scheme Implementation Agreement.

None of your Directors hold or Control Shares or equity securities.

7.20 Actions of Marsden Maritime

Except for the arrangements between the Consortium and Marsden Maritime summarised above in Section 6.9, there are no material agreements or arrangements (whether legally enforceable or not) of Marsden Maritime or any Related Entities of Marsden Maritime entered into as a consequence of, in response to, or in connection with, the Scheme.

There are no negotiations underway as a consequence of, in response to, or in connection with, the Scheme that relate to, or could result in:

- an extraordinary transaction, such as a merger, amalgamation or reorganisation, involving Marsden Maritime or any of its Related Entities;
- the acquisition or disposition of material assets by Marsden Maritime or any of its Related Entities;
- an acquisition of equity securities by, or of, Marsden Maritime or any of its Related Entities; or
- any material change in the issued equity securities of Marsden Maritime, or the policy of the Marsden Maritime Board relating to distributions of Marsden Maritime.

7.21 Equity securities of Marsden Maritime

As at the date of this Scheme Booklet, Marsden Maritime has 41,300,651 Shares on issue. All Marsden Maritime Shares are fully paid.

Subject to certain provisions in the constitution of Marsden Maritime and the NZX Listing Rules (which, for example, impose voting restrictions on Shareholders in certain circumstances), each Marsden Maritime Share confers upon the holder the right to:

- an equal share in dividends authorised by the Marsden Maritime Board;
- an equal share in the distribution of surplus assets on liquidation of Marsden Maritime;
- participate in certain further issues of equity securities by Marsden Maritime; and
- cast one vote per share on a poll, at a meeting of Shareholders on any resolution, including a resolution to:
 - appoint or remove a director or auditor;
 - alter Marsden Maritime's constitution;
 - approve a major transaction;
 - approve an amalgamation involving Marsden Maritime; and
 - put Marsden Maritime into liquidation.

7.22 Financial information

Copies of Marsden Maritime's most recent Annual Report (being the Annual Report for the financial year ended 30 June 2024, incorporating audited financial statements for that financial year) and Marsden Maritime's most recent Interim Report (being the Interim Report for the six months ended 31 December 2024, incorporating unaudited financial statements for that half-year period) are available on Marsden Maritime's website at <https://marsdenmaritime.co.nz/investors-area/scheme-2025/>.

Each person who is eligible to vote on the Scheme may also request from Marsden Maritime a hard copy of Marsden Maritime's most recent Annual Report and most recent Interim Report by making a written request to Computershare at the contact details set out in the Directory.

Except as set out in this Scheme Booklet (including the Independent Adviser's Report), there have not been any material changes in the financial or trading position, or prospects, of Marsden Maritime since 31 December 2024, being the balance date of the most recent Interim Report made available to Shareholders.

The Directors are not aware of any information about the assets, liabilities, profitability and financial affairs of Marsden Maritime that is not contained in Marsden Maritime's most recent Annual Report, Marsden Maritime's most recent Interim Report or this Scheme Booklet (including the Independent Adviser's Report), which could reasonably be expected to be material to Shareholders when making a decision to vote for, or against, the Scheme Resolution.

7.23 Independent advice on merits of the Scheme

Grant Samuel & Associates Limited is the Independent Adviser that has provided a report in relation to the merits of the Scheme. A copy of the full Independent Adviser's Report is set out in Annexure A.

7.24 Asset valuations

The Independent Adviser's Report provides a summary of the value of Marsden Maritime's property portfolio sourced from a CBRE asset valuation report as at 30 June 2024 (section 3.4 at page 14 of the Independent Adviser's Report).

A copy of the CBRE asset valuation report is available for inspection at the offices of Marsden Maritime, 8 Marsden Bay Drive, Marsden Point, Ruakaka, and at the offices of Heimsath Alexander, Level 1 Shed 22, Princes Wharf, Auckland. Alternatively, a copy of the valuation report will be sent to any Shareholder on request.

Commercially sensitive information and information of a private nature has been redacted from the CBRE asset valuation report.

7.25 Prospective financial information

The Independent Adviser's Report contains prospective financial information in relation to Marsden Maritime. The principal assumptions on which the prospective financial information is based are set out in the Independent Adviser's Report.

The Independent Adviser's Report sets out certain details of Marsden Maritime's internal forecast for the financial year ending 30 June 2025 ("**Forecasts**"). The Forecasts were prepared for internal management purposes and not for the purposes of providing public guidance as to Marsden Maritime's expected future financial performance. The Forecasts are subject to the disclosures set out under the heading "Forward looking statements" in the *Important Information* at the front of this Scheme Booklet.

Other than the prospective financial information referred to above, this Scheme Booklet does not refer to any other prospective financial information about Marsden Maritime.

7.26 Sales of unquoted equity securities under the Scheme

There are no unquoted equity securities that are subject to the Scheme.

7.27 Market prices for quoted equity securities under the Scheme

The Shares are quoted on the NZX Main Board.

The closing price on the NZX Main Board on:

- 24 April 2025, being the latest practicable working day before the date on which this Scheme Booklet was sent to Shareholders, was NZ\$5.40 on the NZX Main Board; and
- 24 February 2025, being the last day on which NZX was open for business before the date on which Marsden Maritime announced its entry into the Scheme Implementation Agreement, was NZ\$3.24 on the NZX Main Board.

The highest and lowest closing market prices of Shares on the NZX Main Board (and the relevant dates) during the six months before 24 February 2025 (being the last day on which NZX was open for business before the date on which Marsden Maritime announced that it had entered into the Scheme Implementation Agreement with the Consortium), were as follows:

- the highest closing market price of Shares was NZ\$3.69 on the NZX Main Board (on 15 October 2024); and
- the lowest closing market price of Shares was NZ\$3.20 on the NZX Main Board (on 27, 28 and 29 January 2025).

(a) *Issues of equity securities or distributions which may have affected market prices*

During the six-month period before 24 February 2025 (being the last day on which NZX was open for business before the date on which Marsden Maritime announced that it had entered into the Scheme Implementation Agreement

with the Consortium), Marsden Maritime did not issue any equity securities, make any changes to any equity securities on issue, or make any distributions that could have affected the market prices of Shares.

(b) *No other information*

Except as set out in this Scheme Booklet, there is no other information about the market price of Shares that would reasonably be expected to be material to Shareholders in deciding whether to vote for or against the Scheme Resolution.

7.28 Other information

The Directors are not aware of any additional information, which is not required to be disclosed elsewhere in this Scheme Booklet, that could reasonably be expected to be material to the Shareholders when making a decision to vote for, or against, the Scheme Resolution.

7.29 Board approval of Marsden Maritime Information

The contents of this Scheme Booklet have been approved by the Directors of Marsden Maritime, other than:

- the Consortium Information, which the Consortium has approved; and
- the Independent Adviser's Report, which has been prepared by Grant Samuel & Associates Limited.



Section 8

Summary of the Scheme Implementation Agreement

8.1 Date and Parties

The Scheme Implementation Agreement is dated 24 February 2025 and is between Marsden Maritime and the Consortium.

8.2 Scheme Conditions

Implementation of the Scheme is subject to the Conditions set out in Section 3.2 being satisfied or waived (to the extent capable of waiver). The Condition requiring community consultation by NRC on its participation in the Scheme, and NRC deciding at its complete discretion to implement the Scheme, was satisfied prior to preparation of this Scheme Booklet.

8.3 Date for Satisfaction of Conditions

The last date by which the Conditions requiring approval of the Scheme by the High Court and by Marsden Maritime's Shareholders (Sections 3.2(a) and 3.2(b)) must be satisfied is the End Date (being 30 September 2025). The Conditions referred to in Sections 3.2(c) to 3.2(c) must be satisfied at all times before 5:00 pm on the Business Day before the Implementation Date.

8.4 Court Proceedings

Court proceedings relating to approval of the Scheme are more particularly set out in Section 4.2(g) of this Scheme Booklet.

8.5 Recommendation and voting intentions

Marsden Maritime has agreed to use all reasonable endeavours to ensure that each of its Directors recommends that Shareholders vote in favour of the Scheme, subject to:

- no Superior Proposal,⁸ having been received by Marsden Maritime; and
- the Independent Adviser's Report continuing to conclude that the Consideration is within or above the Independent Adviser's valuation range for the Shares.

8.6 Access, Information and Conduct of the Business

Marsden Maritime has agreed to, up until the Implementation Date:

- provide the Consortium with access to its properties and certain information relating to the Marsden Maritime Group, subject to confidentiality and legal requirements; and
- carry on its business in the ordinary course of business.

⁸ The Directors may change their recommendation if there is a Superior Proposal prior to the Scheme Meeting that the Consortium does not match in accordance with the matching rights set out in the Scheme Implementation Agreement.

8.7 Exclusivity

The Scheme Implementation Agreement contains certain exclusivity arrangements in favour of the Consortium. These arrangements apply until the earliest to occur of (i) the termination of the Scheme Implementation Agreement; (ii) the End Date; and (iii) the Implementation Date (the “**Exclusivity Period**”).

In summary, Marsden Maritime has (subject to certain limited exceptions which are discussed in italics below) granted the Consortium the following exclusivity rights during the Exclusivity Period:

- (a) **No Shop:** Marsden Maritime must not, and must ensure that each of its Representatives does not, directly or indirectly, solicit, invite, encourage, initiate or otherwise seek to procure any Competing Proposal or any offer, proposal, expression of interest, enquiry, negotiation or discussion with any Third Party in relation to, or for the purpose of, or that may reasonably be expected to encourage or lead to, a Competing Proposal, or assist, encourage, procure or induce any person to do any of these things on its behalf;
- (b) **No Talk:** Marsden Maritime must not, and must ensure that none of its Representatives, directly or indirectly, enter into, permit, continue or participate in negotiations or discussions with any Third Party in relation to a Competing Proposal, or for the purpose of or that may reasonably be expected to encourage or lead to a Competing Proposal, or assist, encourage, procure or induce any person to do any of these things on its behalf even if the Competing Proposal was not directly or indirectly solicited, invited, encouraged, initiated or otherwise procured by Marsden Maritime or any of its Representatives, or was received before the date the Scheme Implementation Agreement or was publicly announced;
- (c) **No Due Diligence:** Marsden Maritime must not, and must ensure that each of its Representatives does not, directly or indirectly, make available to a Third Party or cause or permit any Third Party to receive any non-public information relating to Marsden Maritime or any of its Related Entities that may reasonably be expected to assist such a Third Party in formulating, developing or finalising a Competing Proposal, or assist, encourage, procure or induce any person to do any of these things on its behalf.

Exceptions to these restrictions

Marsden Maritime is not required to comply with the ‘no talk’ or ‘no due diligence’ restrictions described above if it receives a bona fide Competing Proposal (which was not encouraged, solicited, invited, facilitated, initiated or otherwise procured in contravention of the ‘no talk’ or ‘no due diligence’ restrictions) provided that:

- (i) acting in good faith and after having received written advice from its external legal and financial advisers, the Board has determined that (i) the Competing Proposal is, or is reasonably likely to become, a Superior Proposal and (ii) it is necessary to respond to such Competing Proposal in order to fulfil the fiduciary duties or statutory obligations of the Board; and

(ii) in the case of the 'no due diligence' restrictions (i) the Third Party has first entered into a written agreement in favour of Marsden Maritime restricting the use and disclosure by the Third Party and its affiliates and advisers of the information made available to the Third Party, on terms not more favourable in any material respect to the Third Party than those in the Confidentiality Agreement and (ii) to the extent that any information made available to the Third Party has not previously been provided to the Consortium (or differs in any material respect from any information previously provided to the Consortium), Marsden Maritime provides that information to the Consortium at the same time as it is provided to the Third Party.

(d) **Notification Obligations:** During the Exclusivity Period, Marsden Maritime must as soon as practicable in the circumstances, and in any event within 48 hours, notify the Consortium if: (i) Marsden Maritime or any of its Representatives receive any Competing Proposal or any inquiry or approach from a Third Party to initiate any discussions or negotiations that could reasonably be expected to lead to a Competing Proposal or any request to take any action contemplated by the 'no talk' or 'no due diligence' restrictions, (ii) Marsden Maritime or any of its Representatives receives any request for information relating to the Marsden Maritime Group or its business or any request for access to non-public information of any member of the Marsden Maritime Group in connection with a current or future Competing Proposal or (iii) Marsden Maritime proposes to, or does, take any action in reliance on the exceptions to the 'no talk' and 'no due diligence' restrictions as described above. When providing notice of any of these events, Marsden Maritime must provide all material details of the relevant event(s) as particularised in the Scheme Implementation Agreement as general notification obligations, including by way of example, the identity of the parties, and, as the case may be, the nature of information and access requested, the terms and conditions of any proposal, and the intentions of the Board in terms of responding to the events.

Further, Marsden Maritime must keep the Consortium reasonably informed on a prompt and timely basis of the status and developments regarding any Competing Proposal which Marsden Maritime (acting reasonably) considers material, within 24 hours after receipt or delivery.

(e) **Matching Rights:** During the exclusivity period, (subject to certain limited exceptions which are discussed below) Marsden Maritime:

- (i) must not and must ensure that each of its Representatives does not, enter into, or agree to enter into, any agreement, arrangement or understanding to undertake, give effect to or implement any Competing Proposal;
- (ii) must ensure that no Marsden Maritime Director changes, qualifies or withdraws his or her recommendation in favour of the Scheme in order to publicly recommend any Competing Proposal; and
- (iii) must not make, and ensure that no Marsden Maritime Director makes, any public statement recommending any Competing Proposal to Shareholders.

Exceptions to these restrictions

Notwithstanding the above restrictions, if Marsden Maritime receives a Competing Proposal and the Board acting in good faith and after having received written advice from its external financial and legal advisers, determines that the Competing Proposal is a Superior Proposal, and, if failing to take certain action otherwise prohibited under the Scheme Implementation Agreement would be likely to constitute a breach of the fiduciary duties or statutory obligations of the Marsden Maritime Directors, Marsden Maritime must (i) provide a notice to the Consortium containing all the information required by the general notification obligations in the preceding clause (d) and (ii) give the Consortium at least 10 Business Days from the date they give the notice (“**Matching Period**”) to provide a counter proposal.

During the Matching Period the Consortium may offer to amend the terms of the Scheme and the Scheme Implementation Agreement or make an alternative proposal to Marsden Maritime or Shareholders with a view to providing an outcome for Shareholders that, taken as a whole, is no less favourable to Shareholders than that offered under the relevant Competing Proposal (**Counter Proposal**).

If, during the Matching Period, the Consortium makes a Counter Proposal: (i) Marsden Maritime must ensure that the Board considers the Counter Proposal in good faith and, if it considers that the terms and conditions of the Counter Proposal (taken as a whole) are less favourable to Shareholders than those in the relevant Superior Proposal, must consult with the Consortium as to the relative merits of the Counter Proposal and the Superior Proposal; and (ii) if the Board acting in good faith determines that the terms and conditions of the Counter Proposal taken as a whole are no less favourable to Shareholders than those in the relevant Competing Proposal then: (A) the parties must use their reasonable endeavours to agree and enter into such documentation as is necessary to give effect to and implement the Counter Proposal as soon as reasonably practicable; and (B) Marsden Maritime must ensure that each Marsden Maritime Director makes a public statement recommending the Counter Proposal to Shareholders.

On expiry of the Matching Period, if the Consortium has not provided a Counter Proposal or provides a Counter Proposal that the Marsden Maritime Board, in good faith and after receiving written advice from its external legal and financial advisers, determines that (i) the Competing Proposal nevertheless continues to constitute a Superior Proposal (taking into account the Counter Proposal) and (ii) failing to respond to such Competing Proposal would be likely to continue to constitute a breach of the fiduciary duties or statutory obligations of the Board, then either Marsden Maritime or the Consortium may terminate the Scheme Implementation Agreement by giving notice to the other party, if the requirements under clause 13.10 of the Scheme Implementation Agreement, in relation to Marsden Maritime’s response to the Competing Proposal, are met.

8.8 Termination rights

Termination by either party

The Scheme Implementation Agreement may be terminated in the following circumstances by either Marsden Maritime or the Consortium or both (depending on the circumstance):

- (a) **Condition not satisfied:** if a Condition described in Section 3.2 of this Scheme Booklet is not satisfied or waived (to the extent capable of waiver) by the date prescribed for satisfaction (as set out in Section 3.2).
- (b) **Material Breach:** if the other party is in breach of the Scheme Implementation Agreement (including in breach of a warranty given by that party) where the consequences of that breach are material in the context of the Scheme and the breaching party taken as a whole and the non-breaching party has delivered notice of the breach and of the non-breaching party's intention to terminate the Scheme Implementation Agreement to the breaching party and:
 - (i) if the breach is capable of being remedied, it has not been remedied within 10 Business Days (or any shorter period ending at 5:00 pm on the day prior to the Implementation Date) from the time notice of the breach has been delivered; and
 - (ii) the non-breaching party terminates the Scheme Implementation Agreement before the earlier to occur of 15 Business Days after the time that the notice of the breach has been delivered and 5:00 pm on the Business Day before the Implementation Date.
- (c) **Superior Proposal:** if Marsden Maritime has received a Superior Proposal from a third party that the Consortium has not successfully matched (as set out in Section 8.7(e) above); or
- (d) **Scheme not effective by End Date:** if the Scheme has not become Effective by 5:00 pm on the End Date, provided the terminating party's failure to comply with its obligations under the Scheme Implementation Agreement has not directly and materially contributed to the Scheme not becoming Effective by the End Date.

Termination by Marsden Maritime

Marsden Maritime, if notice is given in the manner described in Section 8.8(b) above, may also terminate the Scheme Implementation Agreement if:

- (e) **Insolvency Event:** an Insolvency Event (as that term is defined in the Scheme Implementation Agreement) occurs in respect of the Consortium.

Termination by the Consortium

The Consortium, if notice is given in the manner described in Section 8.8(b) above, may also terminate the Scheme Implementation Agreement if:

- (a) **Change of position by Marsden Maritime Director:** any Marsden Maritime Director fails to make the recommendation, or any Marsden Maritime Director fails to give the undertaking, referred to in clause 10.1 of the Scheme Implementation Agreement or changes, qualifies or withdraws that recommendation or undertaking once made or makes any statement inconsistent with that recommendation or that undertaking, except where there is a Superior Proposal in compliance with clause 13.7(a) of the Scheme Implementation Agreement or where the Independent Adviser issues an Independent Adviser's Report which concludes that the Consideration is not within or above the Independent Adviser's valuation range for the Shares;
- (b) **Prescribed Occurrence:** a Prescribed Occurrence occurs between the date of the Scheme Implementation Agreement and 5:00 pm on the Business Day before the Implementation Date; or
- (c) **Material Adverse Change:** a Material Adverse Change occurs, is announced or is discovered before 5:00 pm on the Business Day before the Implementation Date.

8.9 Consortium Funding of the Consideration

The Consortium has warranted that, on the Implementation Date, the Consortium will have binding agreements in place to fund its obligation to pay the Consideration in accordance with the Scheme Plan and once executed, the Scheme Deed Poll. The form of the Scheme Deed Poll is set out in Annexure C to this Scheme Booklet.

8.10 Interim period covenants

The Scheme Implementation Agreement includes a number of obligations on Marsden Maritime with regard to the ongoing operation of its business in respect of the period between signing of the Scheme Implementation Agreement (24 February 2025) and the implementation of the Scheme. These positive and negative obligations are generally designed to enable Marsden Maritime to continue to run its business in the normal course, while also recognising that it is appropriate for certain material actions to require the Consortium's prior approval, given the potential change of ownership of Marsden Maritime under the Scheme.

A full copy of the Scheme Implementation Agreement is available at Marsden Maritime's website <https://marsdenmaritime.co.nz/investors-area/scheme-2025/>. In addition, it was released to NZX. You can access information released by Marsden Maritime to NZX at <https://www.nzx.com/companies/MMH/announcements> (NZX:MMH)

Section 9

Glossary

The meaning of terms set out in this Scheme Booklet are set out below:

Associate	has the meaning given to that term in the Takeovers Code
Authorisation	means any permit, licence, consent, approval, registration, accreditation, certification or other authorisation given or issued by any Government Agency
Board	means the board of directors of Marsden Maritime
Business Day	means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open in Auckland, New Zealand for normal business
Companies Act	means the Companies Act 1993
Competing Proposal	<p>means any proposed:</p> <ul style="list-style-type: none"> (a) takeover bid (whether full or partial under the Takeovers Code) for Marsden Maritime; (b) scheme of arrangement for the acquisition of all or a majority of the Shares; (c) reverse takeover, capital reduction, sale of assets, sale of securities, strategic alliance, joint venture, partnership, dual listed companies structure, economic or synthetic merger or combination or other transaction or arrangement which, if completed, would result in a Third Party: <ul style="list-style-type: none"> (i) directly or indirectly acquiring or being entitled to acquire a Relevant Interest or any other direct or indirect legal, beneficial or economic interest in or control over more than 20% of the shares of Marsden Maritime or more than 20% of the shares in any other member or members of the Marsden Maritime Group that, individually or collectively, contribute 20% or more of the Operating EBITDA of the Marsden Maritime Group or whose assets represent 20% or more of the total consolidated assets of the Marsden Maritime Group; or (ii) directly or indirectly acquiring or being entitled to acquire the whole or substantially all of the business or assets of the Marsden Maritime Group or any part of the business or assets of the Marsden Maritime Group that individually or collectively contributes 20% or more of the EBITDA of the Marsden Maritime Group or represents 20% or more of the total consolidated assets of the Marsden Maritime Group; or (iii) acquiring Control of Marsden Maritime or merging or amalgamating with Marsden Maritime or any other member or members of the Marsden Maritime Group that individually or collectively contribute 20% or more of the EBITDA of the Marsden Maritime Group or represent 20% or more of the total consolidated assets of the Marsden Maritime Group; or (d) the transfer or issue of financial products of any member of the Marsden Maritime Group to a Third Party:

- (i) where shareholder approval is required under the Takeovers Code; or
- (ii) in respect of financial products that are convertible into, or exchangeable for, Shares, where shareholder approval would be required under the Takeovers Code on conversion or exchange of those financial products,

or which would otherwise require Marsden Maritime to abandon, or otherwise fail to proceed with, or would be inconsistent with the implementation of, the Scheme. For the purposes of the definition of Competing Proposal:

- (A) any such proposal may be an expression of interest, indicative, conditional or otherwise non-binding;
- (B) paragraphs (a), (b), (c) and (d) above include any agreement (within the meaning of section 6 of the FMCA) whereby such a transaction is effected through a series of linked or related transactions which, if conducted as a single transaction, would constitute a Competing Proposal within the meaning of either of paragraphs (a), (b) (c) or (d);
- (C) each successive material modification to or variation of a Competing Proposal will constitute a new Competing Proposal; and
- (D) references to a Third Party include all Associates of the Third Party

Conditions	means the conditions precedent set out in the first column of the table in clause 5.1 of the Scheme Implementation Agreement, including as summarised in Section 6.2 of this Scheme Booklet
Confidentiality Agreement	means the confidentiality agreement between the Consortium and Marsden Maritime, entered into on 15 January 2025
Consideration	means NZ\$5.60 in respect of each Share held by a Scheme Shareholder reduced (subject to clause 5.1(f) (Prescribed Occurrences) of the Scheme Implementation Agreement) by the per Share value of any dividend the record date for which falls between the date of the Scheme Implementation Agreement and the Implementation Date
Consortium Information	means all information given by any Consortium Member to Marsden Maritime for inclusion in the Scheme Booklet concerning the Consortium, NZ HoldCo, their Related Entities, business and interests and dealings in the Shares
Constitution	means the constitution of Marsden Maritime for the time being
Control	<p>means, in relation to a person (the “<i>relevant person</i>”) and one or more other persons, where those one or more persons, directly or indirectly, whether by the legal or beneficial ownership of shares, securities or other equity, the possession of voting power, by contract, trust, or otherwise:</p> <ul style="list-style-type: none"> (a) has the power to appoint or remove the majority of the members of the governing body of the relevant person;

- (b) controls or has the power to control the affairs or policies of the relevant person; or
- (c) is in a position to derive more than 50% of the economic benefit of the existence or activities of the relevant person

Counter Proposal	has the meaning given in clause 8.7(e) of this Scheme Booklet
Court	means the High Court of New Zealand, Auckland Registry
EBITDA	means earnings before interest, tax, depreciation and amortisation
Effective	means, when used in relation to the Scheme, the coming into effect under section 236(3) of the Companies Act of the order of the High Court made under section 236(1) of the Companies Act in relation to the Scheme and all Conditions to the implementation of the Scheme having been satisfied or waived (to the extent capable of waiver) in accordance with the Scheme Implementation Agreement and the Scheme
Encumbrance	means any security interest (within the meaning of section 17(1)(a) of the Personal Property Securities Act 1999) and any option, right to acquire, right of pre-emption, assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other security interest of any kind (other than any reservation of title by suppliers in the ordinary course of business), and any agreement to create any of the foregoing
End Date	means 30 September 2025
Excluded Event	<p>means any event or change in circumstances:</p> <ul style="list-style-type: none"> (a) which has been fairly disclosed to the Consortium prior to the date of the Scheme Implementation Agreement; (b) resulting from the exercise by any party of its rights, or the discharge by any party of its obligations, under the Scheme Implementation Agreement other than Marsden Maritime's: <ul style="list-style-type: none"> (i) obligations under clause 11.2(a) and 11.2(c) of the Scheme Implementation Agreement; and (ii) rights under clauses 11.2 and 11.3 of the Scheme Implementation Agreement;
Exclusivity Period	<p>means the period starting on the date of the Scheme Implementation Agreement and ending on the first to occur of:</p> <ul style="list-style-type: none"> (a) termination of the Scheme Implementation Agreement; (b) the Implementation Date; and <p>the End Date</p>

Final Orders	means orders on application of Marsden Maritime, that the Scheme shall be binding on Marsden Maritime, the Consortium, NZ HoldCo, the Shareholders and such other persons or class of persons as the Court may specify, in accordance with section 236(1) (and section 237, if applicable) of the Companies Act
Final Orders Date	means the date on which Final Orders are granted by the High Court
First Court Date	means the first date on which the application is made to the Court for the Initial Orders in accordance with section 236(2) of the Companies Act
FMCA	means the Financial Markets Conduct Act 2013
Government Agency	means any government, any department, officer or minister of any government and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity
Hyperwallet	means Hyperwallet Systems Inc. (a company incorporated under the federal laws of Canada) including any of its related companies
Implementation Date	means the date on which the Scheme is to be implemented, being three Business Days after the Scheme Record Date, or such other date agreed between the parties in writing
Independent Adviser or Grant Samuel	means Grant Samuel & Associates Limited, which was appointed by Marsden Maritime as independent adviser to prepare the Independent Adviser's Report and approved by the Takeovers Panel
Independent Adviser's Report	means the independent adviser's report prepared by the Independent Adviser in relation to the Scheme, as amended or updated from time to time and including any supplementary or replacement report, stating its opinion on the merits of the Transaction
Individual Voting Deed Poll	means the voting deed poll that Lindsay Mark Faithfull has entered into in favour of the Takeovers Panel to vote all Shares he holds and controls in favour of the Scheme.
Initial Orders	means on application by Marsden Maritime, orders by the Court for the purposes of section 236(2) of the Companies Act
Joint Venture	has the meaning given to it in clause 2.6 of the Scheme Implementation agreement
Local Government Act	means the Local Government Act 2002
Matching Period	has the meaning given in clause 8.7(e) of this Scheme Booklet

Material Adverse Change

means any matter, event, condition or change in circumstances or thing which occurs or is announced, and which is not an Excluded Event (each a *Specified Event*) which:

- (a) individually, or when aggregated with all other Specified Events, reduces or is reasonably likely to reduce by 15% or more the sum of the net tangible assets of each of Marsden Maritime (excluding Northport), Northport (excluding North Tugz) (as to 50%) and North Tugz (as to 25%), as at 30 June 2024;
- (b) individually, or when aggregated with all other Specified Events, reduces or is reasonably likely to reduce by 15% or more, the aggregated EBITDA (including non-recurring items) of Marsden Maritime (excluding Northport), Northport (excluding North Tugz) (as to 50%) and North Tugz (as to 25%), over the 12 months ending on the month immediately preceding the Specified Event as disclosed in the most recent annual or half-yearly financial statements of those entities,

provided that such event, condition, matter, or change in circumstance is not the result of:

- (c) general changes to the market for products of the Marsden Maritime Group in the markets in which the business operates or trades which are not specific to the Marsden Maritime Group;
- (d) any change in exchange rates or interest rates, general economic, financial, regulatory, legal or political conditions or requirements generally affecting businesses in the industry in which the Marsden Maritime Group operates or the markets in which the Marsden Maritime Group operates or trades;
- (e) any event, change, matter, or circumstance disclosed in the Due Diligence Material to, or known by, the Consortium or its Representatives before the date of the Scheme Implementation Agreement;
- (f) any change in accounting policy required by law;
- (g) any event, change, matter, or circumstance required by the Scheme Implementation Agreement, the Scheme or the transactions contemplated by them (including for the avoidance of doubt the payment of Marsden Maritime's costs in considering, negotiating and implementing the Scheme and the matters contemplated by the Scheme Implementation Agreement;
- (h) any of the following:
 - (i) an act of the King's enemies, terrorism, sabotage, act of war, blockade, insurrection, riot, civil disturbance, epidemic or similar event; or
 - (ii) a strike, lock-out or labour dispute or similar event; or
- (i) an event, change, matter, or circumstance previously approved in writing by the Consortium

Marsden Maritime	means Marsden Maritime Holdings Limited
Marsden Maritime Director	means each director of Marsden Maritime from time to time
Marsden Maritime Group	means Marsden Maritime and its Related Entities
Marsden Maritime Information	means all Marsden Maritime Group information included in this Scheme Booklet other than the Consortium Information, Northport Information and the Independent Adviser's Report
Northport	means Northport Limited
Northport Information	means all information included in this Scheme Booklet about Northport and North Tugz
North Tugz	means North Tugz Limited
NRC	means Northland Regional Council
NRC Existing Shares	means the 22,142,907 Shares which are held or controlled by NRC at the date of the Scheme Implementation Agreement and any other Shares NRC may acquire after the date of the Scheme Implementation Agreement
NZ HoldCo	means Northport Group Limited, the Company to be incorporated by the Consortium to acquire the Scheme Shares
NZX	means NZX Limited, and where the context requires, the main board financial market that it operates
NZX Listing Rules	means the NZX Listing Rules as amended from time to time
POA	means Port of Auckland Limited
POT	means Port of Tauranga Limited
Prescribed Occurrence	means the occurrence of any of the events listed in Schedule 1 of the Scheme Implementation Agreement other than an event agreed to by the Consortium in writing
Record Date	means 5.00 pm on the date which is five Business Days after the Final Orders Date or such other date agreed between the parties in writing
Register	means the register of Shares maintained by Computershare Investor Services Limited on behalf of Marsden Maritime
Registrar	has the meaning given in the Companies Act

Related Entity	<p>means:</p> <p>(a) in respect of the Consortium, an entity that:</p> <p>(i) Controls a Consortium Member; or</p> <p>(ii) is under the Control of a Consortium Member (excluding Northport);</p> <p>(b) in respect of Marsden Maritime, each entity that is under the Control of Marsden Maritime (excluding for the avoidance of doubt Northport)</p>
Relevant Interest	has the meaning given in section 235(1) of the FMCA
Representative	<p>means in relation to a person:</p> <p>(a) any director, officer or employee, councillor or agent of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, that person; and</p> <p>(b) when used in clauses 3.4 and 16.2 of the Scheme Implementation Agreement only, also includes any Related Entity and any director, officer or employee, councillor or agent of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, any Related Entity</p>
Scheme	means a scheme of arrangement under Part 15 of the Companies Act, under which all of the Shares held by Scheme Shareholders will be transferred to the Consortium and NZ HoldCo and the Scheme Shareholders will be entitled to receive the Consideration, in the form attached as Annexure 1 to the Scheme Implementation Agreement or in such other form as Marsden Maritime and the Consortium agree in writing and the Court approves under section 236(1) of the Companies Act
Scheme Booklet	means this document along with its annexures
Scheme Deed Poll	means the deed poll that will be entered into by the Consortium and NZ HoldCo in favour of the Scheme Shareholders, the form of which is attached in Annexure C
Scheme Implementation Agreement	means the scheme implementation agreement between NRC, POT, Tupu Tonu, and Marsden Maritime dated 24 February 2025 (as may be amended from time to time), a summary of which is set out in Section 8 of this Scheme Booklet
Scheme Meeting	means the meeting of Shareholders ordered by the Court to be convened pursuant to the Initial Orders in respect of the Scheme and includes any adjournment of that meeting
Scheme Plan	means the scheme plan to be entered into by the Consortium and Marsden Maritime in the form attached as Annexure B to the Scheme Implementation Agreement or in such other form as the parties agree in writing

Scheme Resolution	means the resolution to be put to Shareholders at the Scheme Meeting to approve the Scheme
Scheme Shareholder	means a person who is registered in the Register as the holder of one or more Scheme Shares as at the Record Date
Scheme Shares	means all of the Shares on issue at 5.00 pm on the Record Date other than the NRC Existing Shares
Second Court Date	means the later of: <ul style="list-style-type: none"> (a) the last date Marsden Maritime files affidavit(s) verifying the results of the Scheme Meeting and such other information as prescribed in the Initial Orders so as to obtain the Final Orders; and (b) if there is a hearing in respect of the Final Orders, the first date of such hearing, provided that if such hearing is adjourned, it means the first date on which the adjourned application is heard
Share	means a fully paid ordinary share in the capital of Marsden Maritime
Shareholder	means a person who is registered in the Register as the holder of one or more Shares from time to time
Superior Proposal	means a written bona fide Competing Proposal for more than 50% of the Shares or all or a majority of Marsden Maritime Group's assets received by Marsden Maritime after the date of the Scheme Implementation Agreement that: <ul style="list-style-type: none"> (a) does not result from a breach by Marsden Maritime of any of its obligations under clause 13 of the Scheme Implementation Agreement, or from any act by a member of Marsden Maritime Group or its Representatives which, if done by Marsden Maritime, would constitute a breach of clause 13 of the Scheme Implementation Agreement by Marsden Maritime; and (b) the Board determines, acting in good faith and after having received written advice from its external financial and legal advisers <ul style="list-style-type: none"> (i) is reasonably capable of being valued and implemented, taking into account all aspects of the Competing Proposal, including its conditions precedent (including, for clarity, the likelihood of satisfying those conditions), timing considerations, the identity and financial capacity of the proponent and any other matters affecting the probability of the Competing Proposal being completed in accordance with its terms; (ii) would, if completed substantially in accordance with its terms, result in a transaction that would be more favourable to Shareholders (as a whole) than the Scheme (if applicable, as amended or varied under any Counter Proposal provided under clause 13.7(b) of the Scheme Implementation Agreement), taking into account all the terms and conditions of the Competing Proposal (including consideration, form of consideration, conditionality, funding, certainty and timing) and

the Scheme and any other matters affecting the probability of the Competing Proposal being completed in accordance with its terms; and

- (iii) that failing to attempt to advance such Competing Proposal would be reasonably likely to constitute a breach of the fiduciary duties or statutory obligations of the Marsden Maritime Directors

Takeovers Code	means the takeovers code set out in the schedule to the Takeovers Regulations 2000 (SR2000/210) (New Zealand), as amended, including any applicable exemption granted by the Takeovers Panel under the Takeovers Act 1993
Takeovers Panel	means the Takeovers Panel established by section 5(1) of the Takeovers Act 1993
Tax	means a tax, levy, charge, impost, fee, deduction, withholding or Duty of any nature, including stamp and transaction Duty or any goods and services tax, value added tax or consumption tax, which is imposed or collected by a Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed in addition to those amounts
Third Party	means a person other than a Consortium Member
Timetable	means the timetable set out in Schedule 5 of the Scheme Implementation Agreement, or such other timetable as Marsden Maritime and the Consortium agree in writing;
Transaction	means the acquisition by the Consortium of all the Scheme Shares through implementation of the Scheme in accordance with the terms of the Scheme Implementation Agreement
Tupu Tonu	means Ngāpuhi Investment Fund Limited
Voting Agreement	means the voting agreement between POA and the Consortium dated 24 February 2025, under which POA agreed to vote in favour of the Scheme
Voting Deed Poll	means the voting deed poll dated 22 April 2025 that NRC has entered in favour of the Takeovers Panel to vote all shares NRC holds and controls in favour of the Scheme
Voting Rights	has the meaning given in the Takeovers Code



Annexure A

Independent Adviser's Report



INDEPENDENT REPORT IN RELATION TO THE SCHEME OF ARRANGEMENT FOR
THE ACQUISITION OF ALL OF THE SHARES IN MARSDEN MARITIME HOLDINGS
LIMITED

Grant Samuel confirms that it:

- has no conflict of interest that could affect its ability to provide an unbiased report; and
- has no direct or indirect pecuniary or other interest in the proposed transaction considered in this report, including any success or contingency fee or remuneration, other than to receive the cash fee for providing this report.

Grant Samuel has satisfied the Takeovers Panel, on the basis of the material provided to the Takeovers Panel, that it is independent under the Takeovers Code for the purposes of preparing this report.

GRANT SAMUEL & ASSOCIATES LIMITED
APRIL 2025



Proposed Acquisition of Marsden Maritime Holdings Limited

1 Introduction

On 25 February 2025, Marsden Maritime Holdings Limited (**MMH**) announced that it had entered into a Scheme Implementation Agreement (**SIA**) with a consortium comprising Port of Tauranga Limited (**POT**), Northland Regional Council (**NRC**), and Ngāpuhi Investment Fund Limited (**Tupu Tonu**), collectively the **Consortium**, to acquire 100% of the issued capital of MMH for a cash consideration of \$5.60 cash per share (the **Scheme**). The proposed Scheme is subject to several key conditions that are set out in the SIA, including the approval of MMH shareholders.

The Scheme is to be implemented through a scheme of arrangement under the Companies Act 1993 (**Companies Act**) between the Consortium and MMH shareholders. The Directors of MMH have engaged Grant Samuel & Associates Limited (**Grant Samuel**) to prepare an Independent Adviser's Report on the merits of the Scheme. This executive summary contains a summary of Grant Samuel's principal conclusions in relation to the merits of the Scheme and its assessment of the price being offered to the MMH shareholders.

2 Key Conclusions

- **Grant Samuel has valued the equity in MMH in the range \$209 million to \$241 million, or \$5.06 to \$5.83 per share.**
 - The Scheme price of \$5.60 per share is towards the upper end of Grant Samuel's assessed value range for MMH shares.
 - The Scheme price represents a premium of 73% relative to the closing share price of \$3.24 per share on 24 February 2025 and a premium of 70% over the volume weighted average price (**VWAP**) over the 30 trading days prior to the announcement.
 - Shares in a listed company normally trade at a discount to the underlying value of the whole company. The premium is typically in the range of 20-35%. The extent of the discount (if any) depends on the specific circumstances of each company.
 - MMH shares have low trading liquidity with 73.5% of the shares being owned by NRC and Ports of Auckland Limited (**PoA**).
- **MMH shareholders are being asked to approve or reject the implementation of the Scheme.** For the Scheme to be approved, more than 50% of the total number of voting securities in MMH must be voted in favour of the Scheme and a majority of at least 75% of the total votes cast in each interest class must be in favour of the resolution. However, in this case, NRC is required to vote in a separate interest class. An Independent Director of Tupu Tonu who holds 1,000 shares is also required to vote in a separate interest class. This means that there are three separate interest classes (being NRC as one interest class, the Tupu Tonu Director as one interest class and all other shareholders in the other).
- The possible outcomes of the Scheme are a function of MMH shareholders' endorsement (or not) of the scheme construct and are summarised below:
 - **The voting thresholds to approve the Scheme are not achieved.**

If either of the voting thresholds (being the 50% and 75% thresholds described above) to approve the Scheme are not achieved by both classes, the Scheme will not proceed, and no shares in MMH will be acquired by the Consortium. MMH will remain a listed company and will have no further obligation to the Consortium. In that case, the Consortium must reimburse MMH for its costs incurred in relation to the Scheme from the time of receipt of the original proposal, subject to a cap of \$1.2 million.



- **The voting thresholds to approve the Scheme are achieved.**

If the voting thresholds to approve the Scheme are achieved and all other conditions are satisfied, the Scheme will be implemented. In that circumstance all shareholders in MMH will have their shares acquired at \$5.60 per share. Voting in favour of the Scheme will only realise cash for MMH shareholders if the voting thresholds are achieved, the other conditions are satisfied and the transaction is implemented. If the transaction is implemented MMH will be delisted from the NZX.

The outcome of the shareholder vote on the Scheme is binary – either the voting thresholds are achieved in which case the Scheme will be effected in its entirety (provided all other conditions are satisfied), or the voting thresholds are not achieved in which case the Scheme will not be implemented. It is important that shareholders exercise their right to vote for or against the Scheme.

- **The likelihood of competing proposals is low.**

- In August 2024, the Consortium approached MMH with a non-binding indicative proposal to acquire all the shares in MMH not already held by NRC (the **Proposal**). MMH established an independent board committee to consider and negotiate terms of the Proposal with the Consortium. MMH sought independent legal and financial advice in relation to the evaluation and negotiation of the Proposal. Once MMH's independent board committee determined that the terms of the Proposal were in the best interests of all MMH shareholders, MMH facilitated the Consortium's due diligence during January and February 2025. Given the nature of the Proposal, Grant Samuel understands that MMH's advisers did not engage with the wider market to run a divestment process.
- MMH has entered into an exclusivity period with the Consortium until 30 September 2025. During this period MMH must not, and must procure that each of its representatives does not solicit, invite, encourage, initiate or otherwise seek to procure any competing proposal or negotiate with any third party in relation to a competing proposal (i.e. no shop restriction). During the exclusivity period MMH, or any of its representatives, must not, except in certain circumstances which are discussed in section 7.7 below, engage in discussions on a competing proposal even if that proposal was not solicited (i.e. no talk restriction).
- MMH's two largest shareholders NRC and PoA together control 73.5% of the shares on issue. NRC is a member of the Consortium with a 53.6% shareholding in MMH. PoA has agreed to enter into a voting agreement to vote its MMH shares (representing 19.9% of the total shares on issue) in favour of the Scheme provided that the Scheme price of \$5.60 is within or above the Independent Adviser's valuation range.
- The restrictions imposed on MMH under the Scheme, NRC's involvement in the Consortium and PoA entering into the voting agreement significantly lower the probability of MMH receiving a competing proposal.
- If the voting thresholds are not achieved, theoretically the Consortium could elect to increase the price it is willing to pay for MMH. Any price increase would require a revised scheme of arrangement proposal and the timetable to commence again. There is no certainty that a revised proposal would be tabled. Unless an offer from another party is anticipated by the market, MMH's shares are likely to trade at levels below the Scheme price of \$5.60 per share if the Scheme does not achieve the necessary voting thresholds and does not proceed.

- **Any significant delays to the Scheme are potentially detrimental to MMH shareholders.**

- The Scheme includes restrictions on the payment of dividends. The dividend that would otherwise be typically paid by MMH in March will not be declared or paid. As there is a restriction on the payment of dividends under the Scheme the value of the Scheme remains unchanged at \$5.60 per share regardless of when the transaction is ultimately settled (if it is approved). Significant delays in implementing the Scheme caused by a delay in satisfying the conditions would therefore arguably



be beneficial to the Consortium and detrimental to MMH shareholders. The restriction on dividends prevents MMH's shareholders from sharing in any profits of the company since the last dividend which was paid in September 2024.

- **The support of the MMH's largest institutional shareholders such as ACC and Salt Funds Management are likely to influence the success of the Scheme.**
 - PoA has already agreed to accept for its 19.9% shareholding, subject to the Independent Adviser's Report concluding that the Scheme consideration is within or above the Independent Adviser's valuation range for the shares.
 - This means that to achieve the 75% voting threshold required of the class comprising all shareholders other than NRC (assuming all shares vote) will require acceptances of approximately 6.15 million of the MMH shares on issue out of a total of approximately 10.94 million shares held by other MMH shareholders. This equates to an acceptance rate of 56.2% for the non-NRC and PoA shares.
 - MMH's next four largest shareholders are institutional shareholders (comprising ACC, Salt Funds Management¹, MFL (ANZ) and HBSC (custodian only) collectively control approximately 3.45 million shares on issue representing approximately 8.4% of the total shares issue. The support of these shareholders will likely be material in determining whether the voting thresholds are achieved.
 - The remaining 18.1% of MMH shares are held across approximately 1,250 shareholders.
- **MMH owns a 50% shareholding in Northport, marina and boatyard operations, developed property assets and approximately 166 hectares of undeveloped land adjacent to Northport. The rate of development of MMH's substantial land holdings is limited by its capital structure, indirect ownership and access to the cash flows of Northport, and the extent of its success in incentivising new companies to locate and develop property at Marsden Point.**

A consideration for MMH shareholders is whether, in time, an investment in MMH will yield a higher value outcome than the Scheme. If MMH can deliver on its initiatives and be successful in developing its significant land holdings, then higher value outcomes may eventuate. Key factors that are relevant for MMH include:

- Northport is the northern-most multi-purpose port in New Zealand. Northport's earnings are currently heavily dependent on the export of bulk logs, representing more than three quarters of its bulk freight in the financial year to 30 June 2024. Log exports through Northport are forecast to reduce gradually until 2030 and then plateau for 5-6 years before starting to rise again. In the absence of significant growth in containerised trade and other bulk freight then Northport's earnings are forecast to reduce in the medium term.
- In 2024, Northport received resource consent approval to construct an additional berth (the **Berth Extension Project**) at a cost of approximately \$74 million. To allow containers to be efficiently transported from Northport to North Auckland and reach the forecast maximum capacity of 200,000 TEU a rail spur between Marsden Point (**Rail Spur**) and Oakleigh will need to be built. The 19km Rail Spur is a large-scale project that will need to be approved by the Government/Kiwirail. The decision of when and if this project will be completed is uncertain. Until there is some clarity on the status of the Rail Spur then it may not be economic to start the Berth Extension Project.
- It will likely be easier for MMH to borrow additional funds for land development once Northport is 100% owned by MMH and has access to the cash flows. There are a range of projects earmarked for future development including a cool store facility, facilities for vehicle imports, bulk storage and sustainable energy projects. Northport is also being considered as a potential location for a dry dock, which would be a catalyst for a number of operators to locate near the

¹ Salt Funds Management holds shares through two separate entities, being Salt Long Short Fund and Salt Funds Management.



port and logically on MMH's land. The Rail Spur and Berth Extension projects would be further catalysts for the development of MMH's land holdings.

3 Other Matters

Voting for or against the Proposed Scheme is a matter for individual shareholders based on their own view as to value and future market conditions, risk profile, liquidity preference, portfolio strategy, tax position and other factors. In particular, taxation consequences will vary widely across shareholders. These are investment decisions upon which Grant Samuel does not offer an opinion and are independent of a decision on whether to vote in favour of the Scheme. Shareholders should consult their own professional adviser in this regard.

This is a summary of Grant Samuel's opinion. The full report from which this summary has been extracted is attached and should be read in conjunction with this summary. A detailed assessment of the merits of the Scheme is outlined in section 5 of this report. Grant Samuel's opinion is to be considered as a whole. Selecting portions of the analyses or factors considered by it, without considering all the factors and analyses together, could create a misleading view of the process underlying the opinion. The preparation of an opinion is a complex process and is not necessarily susceptible to partial analysis or summary.

GRANT SAMUEL & ASSOCIATES LIMITED

28 APRIL 2025



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GLOSSARY

TERM	DEFINITION
BAU	Business as Usual
CAPM	Capital Asset Pricing Model
Channel	Channel Infrastructure NZ Limited
Code	The Takeovers Code
Companies Act	Companies Act 1993
Consortium	The consortium of investors comprising Northland Regional Council, Port of Tauranga Limited and Ngāpuhi Investment Fund Limited
DCF	Discounted Cash Flow
EBIT	Earnings before interest and tax
EBITDA	Earnings before interest, tax, depreciation and amortisation
FY2X	Financial year ended 30 June 202X
Grant Samuel	Grant Samuel and Associates Limited
MMH	Marsden Maritime Holdings Limited
NPV	Net Present Value
Northport	Northport Limited
North Tugz	North Tugz Limited
NRC	Northland Regional Council
NZAX	NZX Alternative Market
NZX	New Zealand Stock Exchange
OIO	Overseas Investment Office
PoA	Ports of Auckland Limited
POT	Port of Tauranga Limited
Proposal	The non-binding indicative offer from the Consortium dated August 2024
Scheme	The Scheme of Arrangement between MMH and the Consortium
SIA	Scheme Implementation Agreement
Tupu Tonu	Ngāpuhi Investment Fund Limited
WACC	Weighted Average Cost of Capital



1 Terms of the Scheme

1.1 Background

In August 2024 a consortium comprising Port of Tauranga Limited (**POT**), Northland Regional Council (**NRC**) and Ngāpuhi Investment Fund Limited (**Tupu Tonu**), (together the **Consortium**), approached Marsden Maritime Holdings Limited (**MMH**) with a non-binding indicative proposal to acquire all of the shares in MMH not already held or controlled by NRC (the **Proposal**).

MMH is listed on the NZX. Its operations comprise a 50% shareholding in Northport Limited (**Northport**), marina and boat yard operations and approximately 200 hectares of property holdings.

MMH established an independent board committee to evaluate and negotiate the Proposal with the Consortium. Once MMH's board committee considered that the terms of the Proposal were in the best interests of MMH shareholders, MMH facilitated a due diligence process for the Consortium through early 2025.

On 25 February 2025 MMH announced that it had signed a Scheme Implementation Agreement (**SIA**) with the Consortium under which the Consortium would acquire all of MMH's shares, other than those already held by NRC, via a scheme of arrangement (**Scheme**). Under the Scheme MMH shareholders would receive NZ\$5.60 per share in cash. The Scheme is to be implemented through a scheme of arrangement under the Companies Act between the Consortium and MMH's shareholders.

The Scheme is subject to several key conditions that are set out in the Scheme Booklet, including:

- MMH shareholder approval; and
- Approval of the Scheme by the New Zealand High Court.

The full list of conditions to the Scheme are set out in the Scheme Booklet.

1.2 Profile of the Consortium

The Consortium comprises:

- **POT.** POT is New Zealand's largest port. It operates the country's largest container terminal, handling more than 1.1 million TEUs annually or 42% of all shipping containers handled in New Zealand. POT is also New Zealand's largest bulk port, handling 32% of all New Zealand cargo and 37% of all New Zealand exports. In addition to its primary site in Tauranga, POT has other port and land investments around New Zealand including a 50% shareholding in Northport. The other 50% in Northport is owned by MMH. POT is listed on the NZX with a market capitalisation of approximately NZ\$4.5 billion.
- **NRC.** NRC oversees the Northland region which includes the Far North, Whangārei and Kaipara districts. It is the governing body responsible for managing the air, land, freshwater and coastal resources of the Northland region. NRC continually advocates for region-wide projects that have a significant impact on Northland's wellbeing. NRC holds a number of operating and commercial assets. Its largest commercial asset is its 53.6% shareholding in MMH. Other commercial assets include a significant portfolio of investment properties in the Northland region, an investment portfolio and forestry assets.
- **Tupu Tonu.** Tupu Tonu is a Crown-owned investment company tasked with establishing a portfolio of commercial assets that can be offered in future Treaty settlement negotiations with Ngāpuhi. It describes itself as a guardian of pūtea (funds) and assets for future generations.

If the Scheme is implemented MMH would be delisted from the NZX and the Consortium and its members would hold all shares in MMH. The Consortium has advised MMH that it has entered into a voting agreement with Port of Auckland Limited (**PoA**), which owns 19.9% of the shares in MMH, to vote its shares in favour of the Scheme.

Upon implementation of the Scheme, the Consortium would acquire POT's 50% shareholding in Northport upon which Northport would become a wholly owned subsidiary of MMH. The rationale for the Scheme



from the Consortium's perspective includes simplifying the ownership structure of MMH, gaining increased ownership of the port, and improving the efficiency and cost effectiveness of MMH and Northport.

Post implementation of the Scheme and the acquisition of POT's shareholding in Northport, the ownership of MMH will be:

- POT – 50%;
- NRC – 43%; and
- Tupu Tonu – 7%.



2 Scope of the Report

2.1 Purpose of the Report

The Independent Directors of MMH have engaged Grant Samuel & Associates Limited (**Grant Samuel**) to prepare an Independent Report to assess the Scheme. Grant Samuel is independent of MMH and the Consortium and has no involvement with, or interest in, the outcome of the Scheme. The Scheme is governed by the Companies Act and is required to be approved by the High Court of New Zealand in order to proceed. The High Court will not approve a scheme that affects the voting rights of a company unless:

- it is satisfied that the shareholders of the company will not be adversely affected by the use of a scheme rather than the Takeovers Code (**Code**) to effect the change involving the Code company; or
- the Court is presented with a no-objection statement from the Takeovers Panel. The Takeovers Panel will state in writing that it has no objection to a scheme if an applicant satisfies the Takeovers Panel that:
 - all material information relating to the scheme proposal has been disclosed;
 - the standard of disclosure to all shareholders has been equivalent to the standard that would be required by the Code in a Code-regulated transaction;
 - the interest classes of shareholders were adequately identified; and
 - other matters referred to in the Takeovers Panel's Guidance Note on Schemes of Arrangement have been addressed, and there are no other reasons for the Takeovers Panel to object to the scheme.

MMH is a Code company under the Code. Although the provisions of the Code do not apply to schemes of arrangement once the final orders are issued by the High Court, the practice of the Takeovers Panel (which is responsible for administering and enforcing the Code) is to conduct a review to establish whether it considers appropriate information is placed before a Code company's shareholders when they are being asked to consider a proposed scheme of arrangement. Although there is no legal requirement under the Companies Act or the Code for an Independent Adviser's Report as a result of the Scheme, the practice of the Takeovers Panel (except in very limited circumstances) is to require the preparation of an Independent Adviser's Report (similar to a Code Rule 21 report) before it will consider issuing a final no-objection statement. MMH has requested that the Takeovers Panel issue a no-objection statement in relation to the Scheme to present to the High Court to assist with its deliberations.

Rule 21 of the Code requires the Independent Adviser to report on *the merits of an offer*. The term "merits" has no definition either in the Code itself or in any statute dealing with securities or commercial law in New Zealand. While the Code does not prescribe a meaning of the term "merit", the Takeovers Panel has interpreted the word "merits" include both positives and negatives in respect of a transaction.

A copy of this report will accompany the Scheme Booklet and it will be sent to all MMH shareholders. This report is for the benefit of the shareholders of MMH. The report should not be used for any purpose other than as an expression of Grant Samuel's opinion as to the merits of the Scheme. This report should be read in conjunction with the Qualifications, Declarations and Consents outlined in Appendix A.

This report has been prepared without taking into account the objectives, financial situation or needs of individual MMH shareholders. Accordingly, before acting in relation to their investment, shareholders should consider the appropriateness of the advice having regard to their own objectives, financial situation or needs. Shareholders should read the Scheme Booklet issued by MMH in relation to the Scheme.

Voting for or against the Scheme is a matter for individual shareholders based on their views as to value and business strategy, their expectations about future economic and market conditions and their particular circumstances including risk profile, liquidity preference, investment strategy, portfolio structure and tax position. Shareholders who are in doubt as to the action they should take in relation to the Scheme should consult their own professional adviser.



Similarly, it is a matter for individual shareholders as to whether to buy, hold or sell securities in MMH. These are investment decisions upon which Grant Samuel does not offer an opinion and are independent of a decision on whether to vote for or against the Scheme. Shareholders should consult their own professional adviser in this regard.

2.2 Basis of Evaluation

Grant Samuel has evaluated the Scheme by reviewing the following factors:

- the terms of the Scheme;
- the potential impact of the Scheme on the ownership and control of MMH;
- the estimated value range of MMH and the price of the Scheme when compared to the estimated value range;
- the likelihood of an alternative offer and alternative transactions that could realise fair value for MMH shareholders;
- the likely market price and liquidity of MMH shares in the absence of the Scheme;
- any advantages or disadvantages for MMH shareholders of accepting or rejecting the Scheme;
- the current trading conditions for MMH;
- the timing and circumstances surrounding the Scheme; and
- the attractions and risks of MMH's business.

Grant Samuel's opinion is to be considered as a whole. Selecting portions of the analyses or factors considered by it, without considering all the factors and analyses together, could create a misleading view of the process underlying the opinion. The preparation of an opinion is a complex process and is not necessarily susceptible to partial analysis or summary.

2.3 Approach to Valuation

In Grant Samuel's opinion the price to be paid under a full takeover or scheme of arrangement has the same economic intention and effect and should reflect the full underlying value of the company. Grant Samuel believes that the appropriate assessment of value under a full or partial takeover offer where the offeror will gain control is the full underlying value, prorated across all shares.

If the Scheme is approved by MMH's shareholders and if all other conditions are satisfied, the Scheme will be implemented and 100% of the shares in MMH would be acquired by the Consortium. MMH would be delisted in that circumstance. The Scheme therefore is similar to a full takeover in that it represents a potential change of control event. Consistent with the valuation principles Grant Samuel applies to the assessment of a full or partial takeover offer, the value assessment under a scheme of arrangement where control of the company could change should also be of the full underlying value of the company. Grant Samuel has therefore estimated the value range of MMH with reference to its full underlying value.

3 Profile of Marsden Maritime Holdings Limited

3.1 History and Overview of Operations

Marsden Maritime Holdings Limited (**MMH**) - previously known as Northland Port Corporation (NZ) Limited – was formed in 1988 following deregulation of harbour boards throughout New Zealand. MMH listed on the NZX in 1992 with a public offer of 10 million shares at a share price of \$1.25 per share.

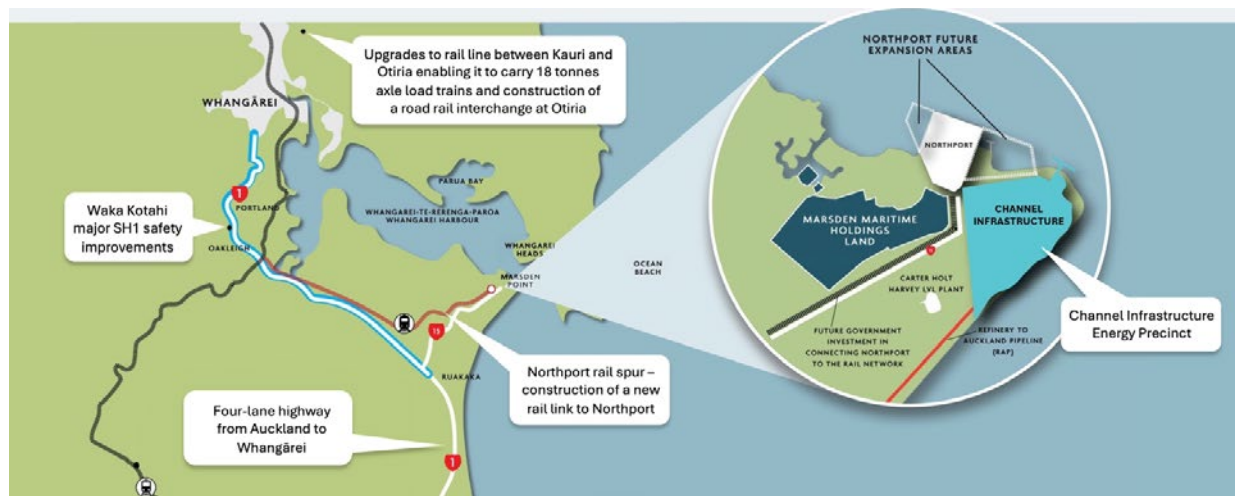
In 2000 MMH established a 50/50 joint venture company with Port of Tauranga Limited (**POT**) called Northport Limited (**Northport**) to build a new deep-water port at Marsden Point. Northport received its first ship in 2002. In 2007 the berth was expanded at a cost of approximately \$30 million.

In 2014 MMH acquired the 230-berth Marsden Cove marina and adjoining commercial complex for approximately \$7 million. Between 2018 and 2022 MMH undertook various property developments including new bulk stores, commercial buildings and offices.

Today, MMH's operations comprise:

- **Northport** - MMH has a 50% shareholding in Northport. Northport owns a three-berth facility at Marsden Point, together with considerable land holdings.
- **Marina and Boatyard operations** which includes investment property in Marsden Cove Marina and other business operations in the Marina including berthing, storage, power and fuel sales.
- **Property holdings** which include an industrial subdivision (**He Ara Huringa Business Park**) and adjoining farmland at Marsden Point. MMH's land holding of approximately 200 hectares is located at Marsden Point, approximately 10 km to the northeast of the State Highway 1 turn off at Ruakaka. Marsden Point is 30 minutes drive south of Whangarei. The property portfolio comprises a mixture of developed land, land awaiting new developments and bare land. MMH's land holdings are situated adjacent to:
 - Northport;
 - Channel Infrastructure NZ Limited (**Channel**) - a fuel import terminal;
 - Carter Holt Harvey that operates a wood products manufacturing plant; and
 - land owned by Meridian Energy to establish a 100 MW project. The expected capacity from the proposed solar project is enough to provide power to over 15,000 households.

MMH plays a significant role in Northland's economic development. MMH's land holding and ownership in Northport makes it a critical component of Northland's economy and supply chain. The following map highlights the extent of MMH's land holdings and its proximity to Northport, Channel Infrastructure and current Government-led transport and infrastructure projects.





3.2 Marsden Cove Marina

Marsden Cove is a marine village located just inside the entrance of the Whangarei Harbour. Marsden Cove Marina is a full-service marina with approximately 239 berths ranging from 10.5 metres through 35 meters with capability to accommodate vessels up to 44 metres. The Marina has a wide range of retail and commercial offerings including a general store, café/restaurant, bakery/lunch bar, marine services, real estate agencies, petrol station, customs office and boat maintenance and servicing.

3.3 He Ara Huringa Business Park

MMH's development plan for the He Ara Huringa Business Park comprises four key ecosystems:

- a port ecosystem for developments which support the growth of Northport. The primary focus of the port ecosystem is to develop assets with logistics and supply chain functions including cross-docking facilities and distribution centres to enable the flow of the North Auckland import market while streamlining the supply chain of export produce from Northland (e.g. kiwifruit, avocados, meat and dairy). Northland produces increasing quantities of produce which is mostly exported through POT. An increasing percentage travels on coastal shipping from Northport to POT;
- a larger scale manufacturing and processing ecosystem for sectors such as vehicle compliance and high value goods;
- a commercial sector ecosystem to attract businesses that will contribute and support the region's economy; and
- a marine services ecosystem such as boat building and marine maintenance.

Objectives of a recent 10-year plan include maximising the value of MMH's land holdings, promoting wider economic growth and enhancing the value of Northport by providing opportunities for Northport customers to develop facilities adjacent to the port.

MMH has two significant projects that are advanced and may be developed over the next two to three years. The most advanced is a proposed cool store to support the export of local agriculture (primarily kiwi fruit). The project is estimated to cost approximately \$24 million. MMH is in discussions with a long-term tenant for the delivery in 2027 of their first coolstore project.

Other opportunities for development of the He Ara Huringa Business Park include:

- **Vehicle imports.** Currently the majority of vehicle imports into the North Island are through PoA where they are initially stored at the port before being moved to large storage areas in South Auckland for compliance testing. PoA is under some pressure from the community to release the wharves being used for vehicle storage and it is conceivable that some of the used car and truck imports could be handled more efficiently and economically through Northport directly to storage and compliance testing at Marsden Point.
- **Bulk storage.** MMH currently has four bulk storage warehouses that are fully tenanted. Demand for additional bulk storage is expected to come from existing tenants and importers currently storing product at Northport or elsewhere. MMH's existing bulk storage is used for products such as animal feeds and fertiliser.
- **Dry dock.** A national dry dock has been considered by the Government and the Navy with Northport being a possible location. Northland was identified as the preferred location with the Ministry of Transport undertaking a business case in 2023. More recently, the Ministry of Business, Innovation and Employment applied successfully to have the dry dock listed in the Fast-Track Approvals Act. A dry dock would be the catalyst for a number of operators to locate near the port and logically on MMH's land.
- **Sustainable energy.** MMH has had approaches from two offshore energy companies to establish manufacturing facilities adjoining Northport. The majority of the output would be exported via Northport.



To realise the full potential in the medium term from the land holdings adjacent to the port it is likely to require Northport to develop the proposed additional berth.

3.4 Investment Property Summary

MMH's investment property portfolio has recently been valued at \$128 million and comprises a total land holding of approximately 200 hectares. The portfolio is separated into five assets including:

- **Block A** - an industrial estate within the port ecosystem adjoining Northport with multiple tenancies.
- **Blocks B, C and E** - a substantial land holding with an industrial estate, boat yard facility and longer-term future development potential (e.g. He Ara Huringa Business Park).
- The Marsden Cove Marina (as described in section 3.2 above).
- Marsden Cove Commercial area adjacent the marina.
- Motukaroro island, an island opposite Northport within the Whangarei Harbour.

A summary of CBRE's independent valuation of MMH's property portfolio as at 30 June 2024 is shown below:

PROPERTY SUMMARY AS AT 30 JUNE 2024

	LAND SIZE (HA)	RENTABLE SPACE (M ²)	LAND (\$M)	IMPROVEMENT S (\$M)	TOTAL VALUE (\$M)
Block A Industrial	67.5	32,777	36.5	37.6	74.1
Block B, C and E	127.0	3,087	21.5	3.5	25.0
Marsden Cove Marina	5.1	-	1.6	14.4	16.0
Marsden Cove Commercial	1.2	3,276	3.4	9.5	12.8
Motukaroro Island	0.4	3,425	0.2	-	0.2
Independent Valuations	201.2	39,499	63.1	64.9	128.1

Source: CBRE MMH Property Valuation Report

The following comments are relevant when reviewing the table above:

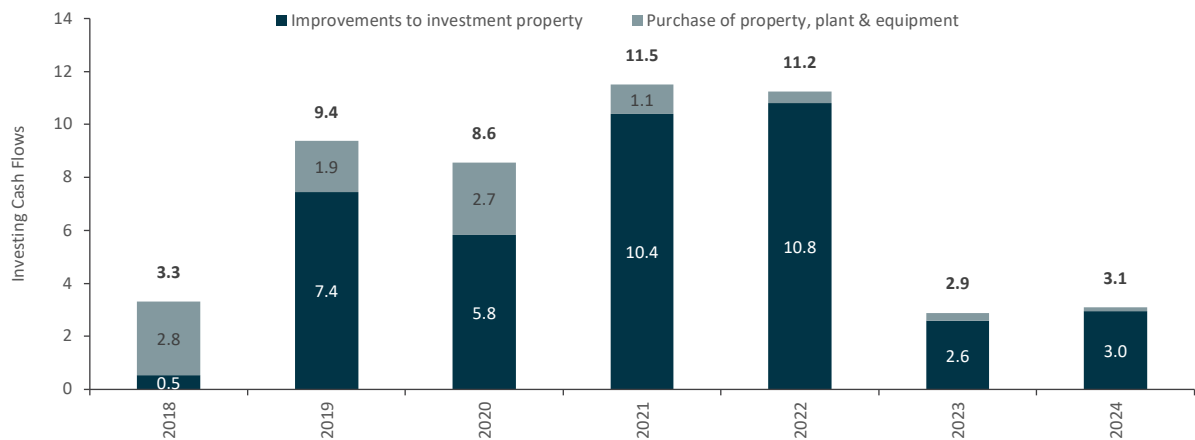
- With the exception of a portion of land designated for a transport corridor, MMH has no restrictions on the use and sale of its freehold land.
- MMH has approximately 166 hectares of undeveloped vacant land as at 30 June 2024. This is within blocks A, B, C and E. The majority of this land is currently used for farming but is earmarked for future development. This land had an assessed value by the independent valuer of approximately \$44 million.

Over the 12 months to 31 March 2025 MMH has achieved an average occupancy rate of 93% across its commercial and retail portfolio. As at 31 March 2025, the occupancy rate was 98%, which is the highest rate achieved over the last two years.



The following chart shows MMH's capital expenditure by financial year between FY18 and FY24:

CAPITAL EXPENDITURE BY FINANCIAL YEAR (\$MILLIONS)



MMH undertook significant property development between FY19 and FY22 spending a total of approximately \$40.7 million. Major projects included:

- two ~4,000m² bulk stores for tenant International Nutritionals during FY19 and FY20 at a total cost of approximately \$8 million;
- a new 1,820m² building at the Marina comprising a supermarket, two business centres and an upper level with offices. This project was completed during FY21 at a cost of approximately \$5.1 million;
- a one hectare extension of the boatyard, completed during FY20 and a trailer boat park completed in FY19;
- four commercial units adjacent to the MMH head office. This was completed during FY19 at a cost of approximately \$1.5 million;
- construction of 24 x 150m² commercial units (**The Kiteotara project**). This first stage of this project comprising 12 of the units was completed during FY21 and the second stage was completed during FY22. The total cost of both stages was approximately \$6.2 million; and
- construction of 4 x 600m² commercial buildings (**The Kitewhara project**). This project was completed during FY22. The total project cost was approximately \$3.6 million.



3.5 MMH Group Financial Performance

The historical financial performance of MMH for the years ended 30 June 2022 (**FY22**), 2023 (**FY23**) and 2024 (**FY24**), together with the forecast for the year ending 30 June 2025 (**FY25**) is summarised below:

FINANCIAL PERFORMANCE (\$MILLIONS)

YEAR END 30 JUNE	2022A	2023A	2024A	2025F
Industrial and commercial lease revenue	3.7	4.8	5.2	5.8
Marina and boatyard operations	2.5	2.8	3.3	3.5
Fuel sales and other sale of goods	2.3	3.3	3.0	2.5
Other income	0.2	0.3	0.6	0.1
Total Revenues	8.7	11.3	12.0	11.9
Cost of fuel and other goods sold	(2.1)	(2.9)	(2.8)	(2.3)
Operating expenses	(1.8)	(2.4)	(2.7)	(3.4)
Land rates and lease expenses	(0.6)	(0.5)	(0.7)	(0.8)
Other expenses ²	(2.2)	(3.2)	(3.4)	(2.8)
Operating expenses	(6.7)	(9.1)	(9.6)	(9.3)
EBITDA	2.1	2.2	2.3	2.6
Depreciation and amortisation	(0.5)	(0.5)	(0.6)	(0.6)
EBIT	1.5	1.6	1.8	2.0
Finance expenses, net	(0.8)	(1.6)	(1.7)	(1.9)
Northport share of after-tax earnings	8.4	8.1	7.9	7.8
Net profit before tax and revaluations	9.1	8.1	8.0	7.9
Revaluation of property and investments	3.8	(0.2)	(3.0)	0.1
Net profit before tax	12.9	8.0	5.0	8.0
<i>Change in revenues %</i>	<i>20.7%</i>	<i>29.1%</i>	<i>6.4%</i>	<i>(0.8%)</i>
<i>EBITDA margin %</i>	<i>23.7%</i>	<i>19.3%</i>	<i>19.5%</i>	<i>21.8%</i>
<i>EBIT margin %</i>	<i>17.4%</i>	<i>14.5%</i>	<i>14.8%</i>	<i>16.7%</i>

Source: MMH Financial Statements. FY25 MMH Forecast.

The following comments are relevant when reviewing the table above:

- The 50% share of Northport earnings is the most significant component of MMH's financial performance.
- MMH's financial performance in FY24 was impacted by the challenging economic conditions, higher interest rates and insurance premiums and the ongoing effects of Cyclone Gabrielle.
- Industrial and commercial property lease revenue increased by 7% to \$5.2 million in FY24 due to a high level of renewal across existing tenants and the acquisition of new tenants (i.e. improved occupancy).
- In FY24 Marina revenue increased to \$3.3 million from \$2.8 million due to an increase in casual marina berthage and increased boatyard activities.
- Excluding its shareholding in Northport, MMH's operations are relatively small with approximately 20 full time employees (**FTEs**). Five employees provide corporate services, with the remaining FTEs spread across the property, Marina and boatyard operations.
- The earnings generated from MMH's 50% shareholding in Northport are not consolidated for financial reporting. The earnings reflect 50% of Northport's net profit after tax.

² Advisory costs relating to the Scheme have been excluded from the FY25F result.



- The FY25 forecast is based on the actual year to date trading to 31 March 2025 and a forecast for the remaining three months of the financial year.
- The operating expense increase in FY25 is due to:
 - the reclassification of costs which were previously included in other expenses; and
 - higher professional and legal fees spent on growth initiatives.
- Grant Samuel has excluded one off advisory costs relating to the Scheme from the table above which are forecast to be incurred in FY25. Tax income and expenditure has also been excluded from the table.

3.6 Financial Position

The financial position of MMH as at 30 June 2024 and 31 March 2025 is summarised below:

FINANCIAL POSITION (NZ\$MILLIONS)

AS AT	30 JUN 2024	31 MAR 25
Receivables & prepayments	0.9	0.9
Inventory	0.1	0.2
Payables and accruals	(1.4)	(1.2)
Revenue in advance	(2.0)	(1.9)
Working capital	(2.4)	(2.0)
Investment property	110.4	112.8
Investment in Northport	54.6	55.1
Property, plant and equipment	27.4	27.4
Other assets & liabilities	(0.2)	0.4
Net operating assets	189.9	193.7
Bank Borrowings	(33.4)	(34.1)
Other cash & debt like balances	0.6	-
Net debt	(32.8)	(34.1)
Net assets	157.0	159.6
<i>Gearing³</i>	<i>17.3%</i>	<i>17.6%</i>

Source: MMH Financial Statements and Management Accounts

The following comments are relevant when reviewing the table above:

- MMH's investment properties consist of freehold land and improvements, as well as the Marsden Cove Marina. MMH's investment property assets were recorded at \$110.4 million as at 30 June 2024;
- As at 30 June 2024 property plant and equipment included \$17.7 million of freehold land and approximately \$7.7 million of improvements, mostly related to the boatyard; and
- The investment value of Northport is accounted for using the equity method of accounting and it does not reflect the market value of the investment.

³ Gearing is net debt divided by net assets plus net debt.



3.7 Cash Flow

MMH's cash flows from FY22 to FY24 are summarised below:

CASH FLOW (NZ\$ MILLIONS)

YEAR END 30 JUNE	2022	2023	2024
Customer receipts	8.8	11.1	11.6
Payments to suppliers & employees	(6.5)	(9.0)	(9.5)
Dividends received	9.5	8.4	7.1
Net Interest paid	(1.0)	(1.6)	(1.8)
Net operating cash flow	10.8	8.9	7.3
Improvements to investment property	(10.8)	(2.6)	(3.0)
Purchase of property, plant & equipment	(0.4)	(0.3)	(0.1)
Net cash flows from investing activities	(11.2)	(2.9)	(3.1)
Net movement in borrowings	7.6	0.4	1.5
Payment of dividends	(7.1)	(6.6)	(5.6)
Net cash flows from financing activities	0.5	(6.2)	(4.1)
Net cash flow	0.1	(0.2)	0.1

Source: MMH Financial Statements

The following comments are relevant when reviewing the table above:

- The dividends received primarily relate to MMH's investment in Northport. Northport's dividends have declined since FY22 due to a combination of Northport's financial performance and its retention of capital to develop the potential wharf extension.
- MMH's capital expenditure in FY22 was higher due to the development of commercial property.
- MMH has invested \$2.0 million in the six-month period to 31 December 2024 on general property improvements and maintenance (e.g. Marina Pile Replacement). MMH plans to invest a further \$3.8 million in the second half of FY25 on project initiatives including over \$2.0 million on a boatyard upgrade project to address stormwater and compliance requirements.



3.8 Capital Structure and Ownership

MMH has approximately 41.3 million ordinary shares on issue. As at 11 April 2025 MMH had 1,246 registered shareholders. There are only seven shareholders holding more than 1% of the shares on issue, representing approximately 83% of the ordinary shares on issue:

MMH - MAJOR SHAREHOLDERS AS AT 11 APRIL 2025

	NUMBER OF SHARES (000S)	%
NRC	22,143	53.6%
PoA	8,219	19.9%
Accident Compensation Corporation	1,092	2.6%
Salt Funds Management	1,195	2.9%
HSBC Nominees (New Zealand) Limited	636	1.5%
MFL Mutual Fund Limited	526	1.3%
M A Janssen	431	1.0%
Subtotal – Shareholders with more than 1%	34,242	82.9%
Other shareholders	7,059	17.1%
Total	41,301	100.0%

Source: NZX Research.

Together, NRC and PoA control approximately 73.5% of the total shares on issue. The remaining shares are held by a range of institutional and individual investors.

3.9 Share Price Performance

3.9.1 Liquidity

The following table shows the volume of MMH shares traded on the New Zealand Stock Exchange (NZX) in the 12 months to 24 February 2025, being the last full trading day prior to the announcement of the Scheme on 25 February 2025.

MMH - SHARE PRICE HISTORY

TIME PERIOD	LOW	HIGH	VWAP ⁴	VOLUME (000S)
30 days	\$3.20	\$3.35	\$3.32	70
90 days	\$3.20	\$3.49	\$3.32	188
12 months	\$3.20	\$4.25	\$3.50	702

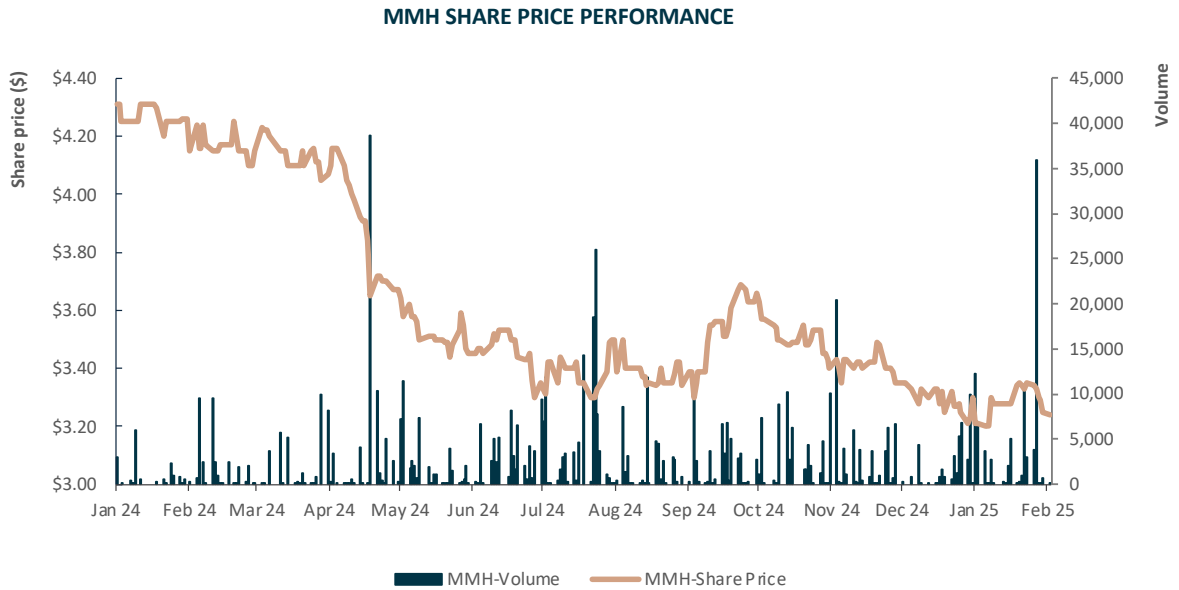
Source: NZX Company Research

⁴ Volume weighted average share price (VWAP)



3.9.2 Share Price Performance

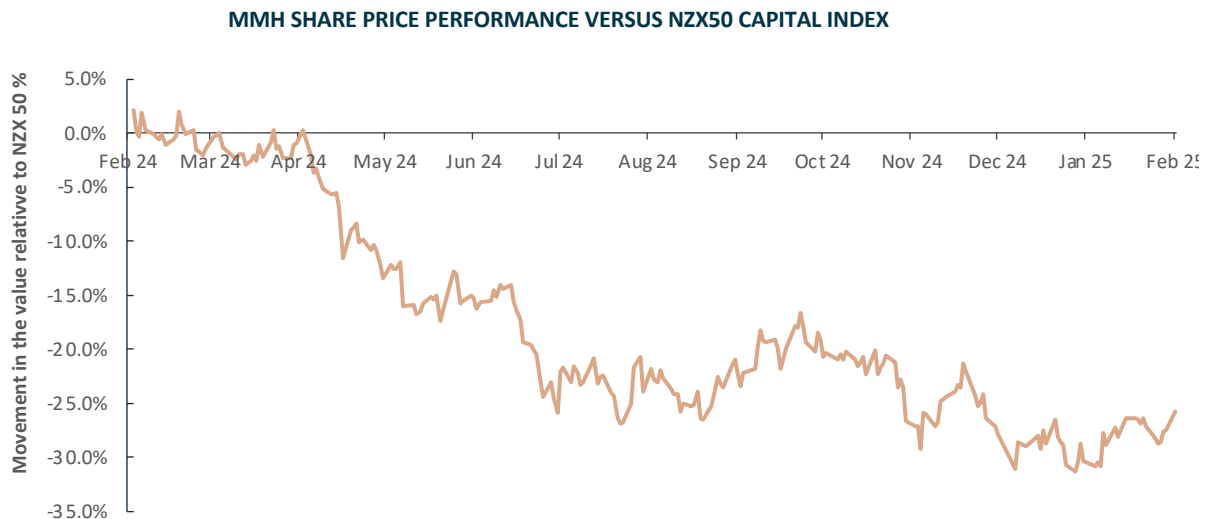
The share price and trading volume history of MMH shares over the 12-month period up to the last full trading day prior to the announcement of the Scheme on 25 February 2025 is depicted below:



Source: Capital IQ, Grant Samuel analysis, NZX Research

In May 2024 MMH's share price declined from approximately \$4.15 to \$3.60 and it has continued to decline up to the announcement of the Proposed Scheme. During the first quarter of calendar year 2024 NZTA implemented a planned closure of the Brynderwyns on State Highway 1 to undertake extensive remedial works. This impacted freight volumes through Northport. Due to MMH's low level of liquidity, even small trades can appear as a spike in trading. The spike in May 2024 was driven by a daily volume of approximately 38,000 shares at a value of approximately \$140,000.

The performance of MMH shares relative to the NZX Capital Index over the 12-month period up to the last full trading day prior to the announcement of the Scheme on 25 February 2025 is depicted below:



Source: Capital IQ, Grant Samuel analysis

MMH has significantly underperformed the NZX Capital Index with a negative return of approximately 26%.



4 Profile of Northport Limited

4.1 Introduction

Northport is a deep-water commercial port situated at Marsden Point near Whangarei in Northland. The location of Northport makes it the northern-most multi-purpose port in New Zealand and the closest port to most of New Zealand's international markets. Northport is located adjacent to State Highway 1 and is a significant exporter of forestry, processed timber, agriculture and horticultural products.

In 2002 Northport formed a joint venture with PoA called North Tugz Limited (**North Tugz**) to provide pilotage and towage for ships arriving at Northport and the Marsden Point Refinery. Further information regarding North Tugz is provided in section 5.

4.2 Overview of the New Zealand Port Industry

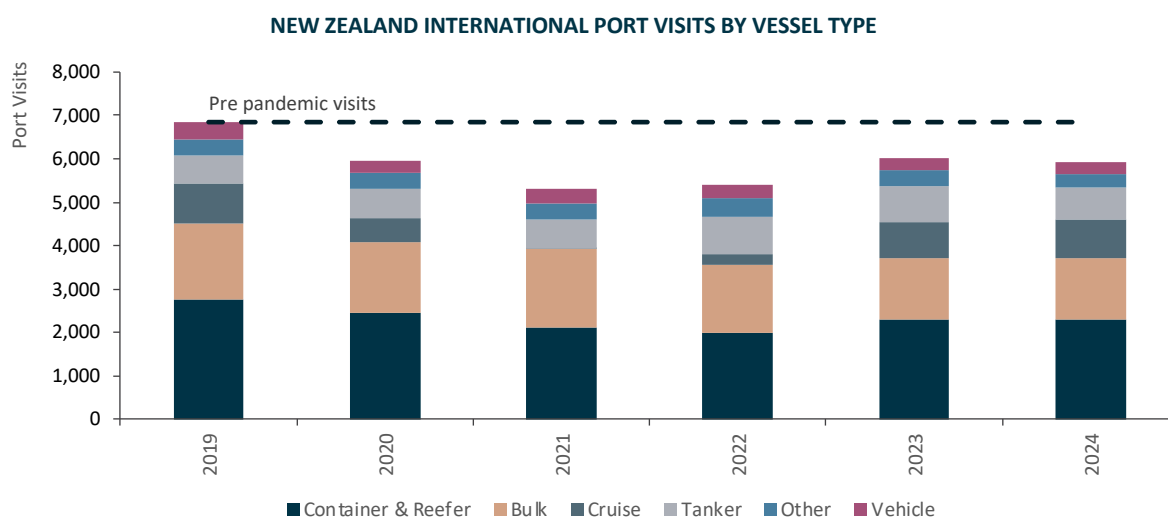
4.2.1 Shipping in New Zealand

Over 80% of world trade volume is carried by sea. Due to New Zealand's distance from its trading partners and being surrounded by ocean, over 99% of New Zealand's exports (by volume) is handled by New Zealand's ports⁵.

New Zealand currently receives approximately 6,000 port ship visits per annum, of which container and reefer ships represent close to 40% of all visits. Bulk ships represent approximately 25% of port visits but have declined in recent years largely due to global supply chain issues caused by several factors including the issues at the Suez and Panama Canals and the COVID 19 pandemic. These issues have not only impacted bulk shipments but have also impacted shipments across a range of vessel types including the visits of cruise ships, which were largely banned from entering New Zealand waters in 2021. Although New Zealand's ship visits have improved since the COVID 19 pandemic, in 2024 it was still 13% lower than ship visits in 2019 (pre pandemic).

Almost all of New Zealand's international seaborne cargo is managed by international shipping companies. Around 75% of the domestic coastal traffic is carried by international shipping lines transiting the New Zealand coast, with the remaining 25% being carried by domestic shipping lines⁶. New Zealand's export economy and port industry are highly dependent on the continued supply of services from international companies.

A summary of New Zealand International Port Visits by Vessel Type from 2019 to 2024 is summarised below:

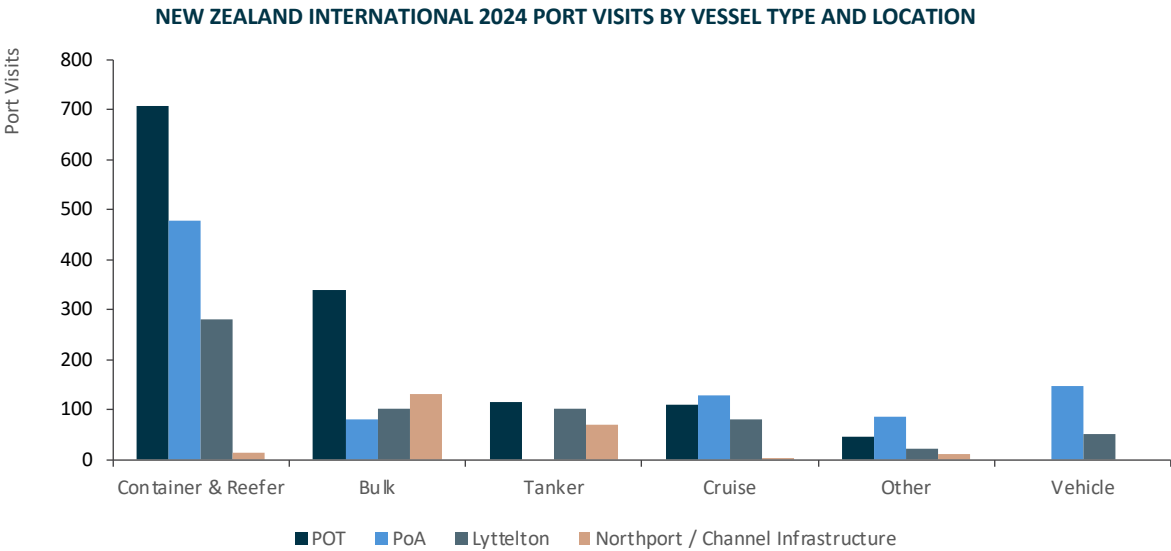


⁵ Statistics NZ and United Nations Conference on Trade and Development (UNCTD)

⁶ New Zealand Ministry of Transport – New Zealand Freight and Supply Chain Issues Paper 2022



Most of New Zealand’s ports are capable of receiving almost all major categories of vessels. Some ports specialise in particular segments due to a range of factors including local economic activity and demographics. For example Auckland, Lyttelton and Wellington receive the majority of vehicle imports into New Zealand reflecting the larger local populations near those ports. The following graph summarises the port visits by vessel type for New Zealand’s three largest ports and compares this with Marsden Point which is largely Channel Infrastructure’s tanker vessel visits and Northport ship calls:

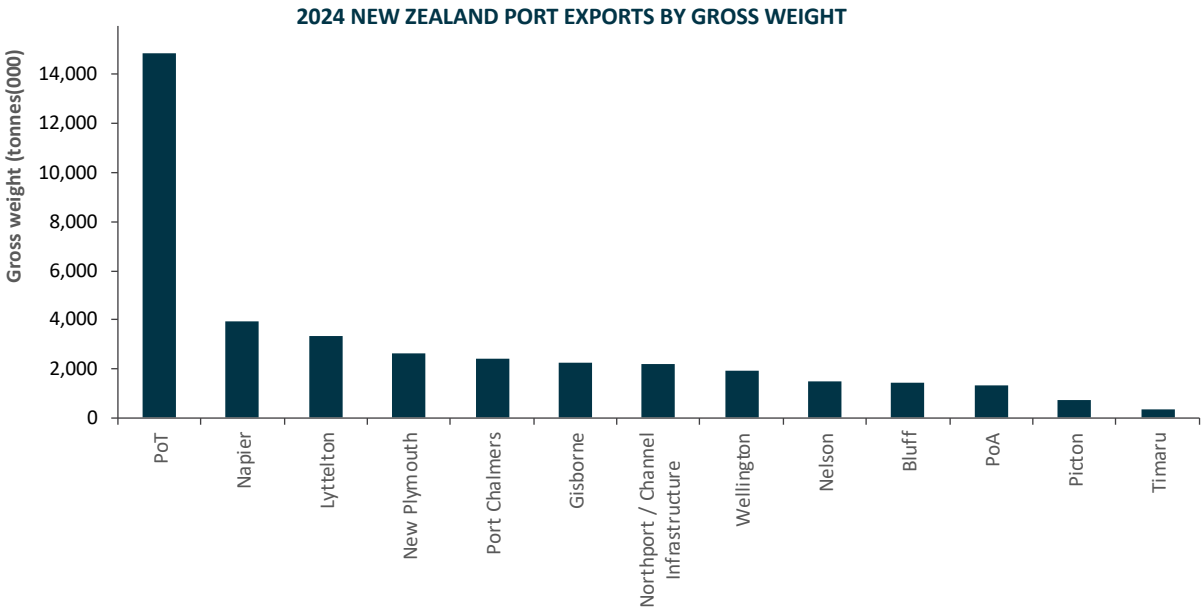


Source: New Zealand Ministry of Transport - Freight Information Gathering System (FIGS)

4.2.2 Competitive Environment

New Zealand has 13 major ports located strategically throughout the country. The majority of New Zealand’s ports have local government ownership. POT, SouthPort and Napier Port are publicly listed on the NZX, although local government has retained controlling shareholdings in each of them.

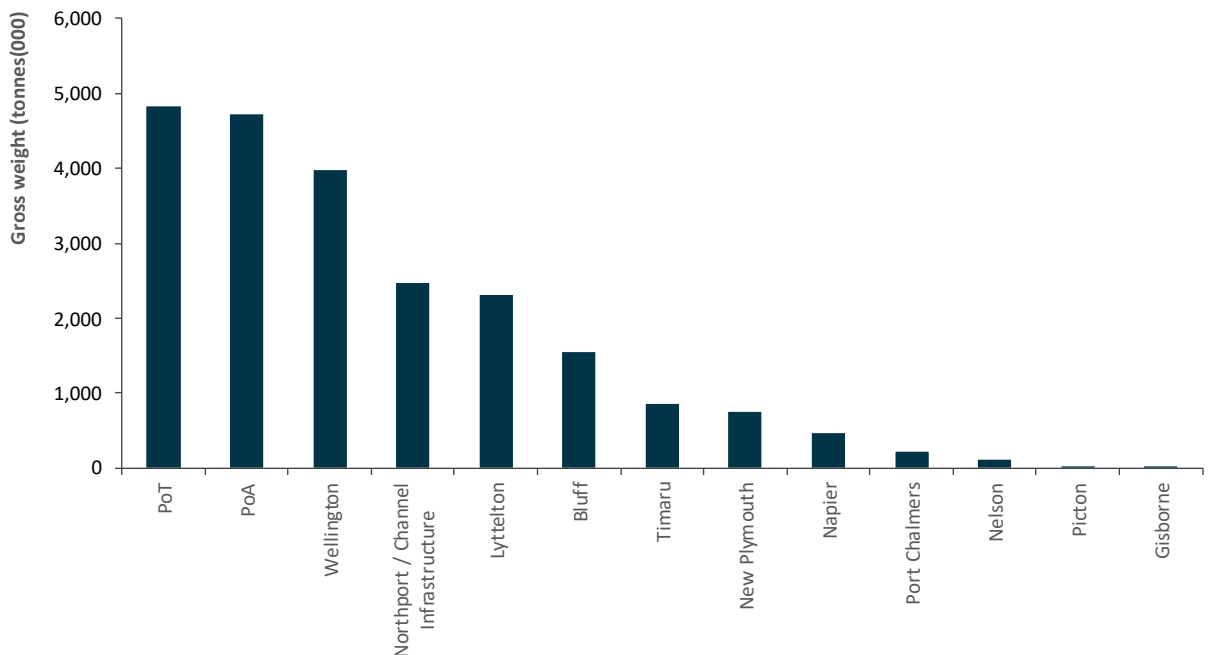
POT is the largest port in New Zealand, accounting for approximately 38% (by gross weight) of New Zealand’s exports and approximately 22% of imports. PoA is the second largest port in New Zealand, with most of its activity associated with importing. The following graphs compares the exports and imports (by gross weight) across New Zealand’s ports.





Source: Statistics NZ⁷

2024 NEW ZEALAND PORT IMPORTS BY GROSS WEIGHT



Source: Statistics NZ

In New Zealand the most prominent port competition exists between PoA and POT, with POT demonstrating the most growth in recent years due in part to its location, sustained investment and significant container terminal capacity, allowing it to progressively attract shipping lines away from PoA. Other port rivalries include Napier versus Wellington and the South Island ports of Lyttelton, Timaru, and Port Chalmers competing for cargo based on their location and specialised handling capabilities. Ports are constantly investing in infrastructure upgrades such as new container cranes and deep-water terminals to stay competitive.

Over the last ten years there has been a gradual shift to a hub and spoke network of ports in New Zealand with an increase in the numbers of transhipped containers⁸. In recent times this trend has slowed as a change in shipping services has increased the number of export containers being transhipped out of Australia⁹. POT handles the largest number of export transshipments. PoA handles the largest number of import transshipments.

There is limited competition between ports for bulk freight due to the cost of transporting goods such as logs and fertiliser throughout New Zealand via land (e.g. rail or road). Bulk freight (primarily logs) currently represents the largest proportion of freight exported by Northport.

The ongoing growth of New Zealand's major ports - PoA and POT - is dependent on the availability of land as they are each located in central urban waterfront locations. Expansion plans require significant investment and the process to obtain resource consent can take a considerable amount of time. POT has invested over six years to obtain regulatory consent for a 285 metre extension to its container terminal and a wharf at Sulphur Point. Due to this delay in 2024 POT reached capacity at times and has had to turn down shipping line offers of extra services for exporters and importers¹⁰. PoA also has limited growth capacity due to its current location in terms of land use, berthing requirements and the surrounding transport network. To meet

⁷ Imports and exports by port are defined by Statistics NZ as the initial port of entry and the final port of loading respectively.

⁸ Transshipments reflect containers that are loaded onto a ship at one port, shipped to another port, discharged and then exported or imported via a second ship

⁹ Forsyth Barr - New Zealand Transport Trends Sector June 2024

¹⁰ New Zealand Herald –Port of Tauranga faces red tape delays, costing exporters and importers October 2024



the increased demand of handling and throughput, in 2023 PoA announced it was transitioning to stacking containers four-high, rather than the three-high system it had done in the past (increasing capacity by 30%)¹¹.

Growth in vessel sizes is also a factor in port capacity as global vessel fleet sizes increase. The increase in vessel size is being driven by a desire for more efficient vessels and growth in world trade over the longer term¹². Many New Zealand ports were not designed to handle the larger container ships now prevalent in international shipping, requiring upgrades to wharves, berths, and crane capabilities to accommodate these.

New Zealand and local government investment in road and freight links remains a critical component to port development in New Zealand and competition between ports. As an example, Northport is one of the only major ports in New Zealand with no rail connection. Offloaded containers destined for Auckland are largely transported south by truck, which has been impacted due to road development and the closures of State Highway 1 over the Brynderwyns and the Northland rail network caused by Cyclone Gabrielle.

In 2020 KiwiRail announced the potential for the development of a Marsden Point Rail Link which involves approximately 19 kilometres of rail track between the North Auckland Line in Oakleigh, south of Whangarei, and Marsden Point (**Rail Spur project**). The development of the Rail Spur project has been slow with KiwiRail intending to complete reference designs in early 2025 and construction not starting until late 2026 or early 2027 at the earliest. It is estimated that the Rail Spur project will take five years from initiation (after finalisation of business case) to completion. An indicative business case from 2022 put the estimated cost at around NZ\$1 billion. KiwiRail has acquired more than 90% of the land needed for the Rail Spur project and is in discussions with remaining landowners. \$30m from a \$40m Government appropriate fund established for land acquisition has been used.

In July 2024 the Government announced its commitment to the expansion of a four-lane highway from Auckland to Whangārei which will assist in strengthening Northport's competitive position in the market. The Northland Expressway will be one of the largest infrastructure projects in New Zealand's history. The project is in the planning phase and timing of this project has not been confirmed. The NZ Transport Agency (**NZTA**) is planning to develop the project across 6 main sections. The first section connecting Warkworth to Te Hana is already consented and property purchasing is underway.

Northport and MMH continue to advocate for rail and road improvements to maximise the value to its prime location and the role it plays in supporting the region's social and economic growth.

4.2.1 Forestry Product Supply

Northport's revenue is heavily dependent on the supply of forestry products, with logs representing 76% of its bulk freight in FY24. Approximately 2.9 million JAS¹³ m³ are forecast to be harvested in Northland in FY25 with approximately 1.1 million or 36% used for domestic supply and processing and the remaining 64% exported. China represents more than 93% of the total log export demand for Northport with India making up the remaining ~7% of demand¹⁴.

Northport regularly reassess wood availability forecasts, as well as exporter and processor intentions. The most recent long-term forecast was issued in 2022. Total annual harvest volume is projected to reduce gradually to 1.8 million cubic metres by 2030. Total harvest volume is forecast to plateau for 5 – 6 years until approximately 2035/2036 before starting to rise again, eventually to peak at up to 6.0 million cubic metres by 2045. If achieved, this will be a new high in Northland, due to the One Billion Tree program plantings and other ETS related forest establishment.¹⁵ The forecast decline in log volumes in the more near term is due to the lack of replacement planting approximately 20 years ago.

¹¹ Newsroom - Ports of Auckland fighting to secure its future – February 2023

¹² Westpac - Ship shape: What bigger container vessels mean for New Zealand – November 2015

¹³ Japanese Agricultural Standard (JAS) cubic metre

¹⁴ Northport management reporting

¹⁵ Forre Forest Industry Consultants - Northport Wood Availability Forecast – March 2022



4.3 Overview of Operations

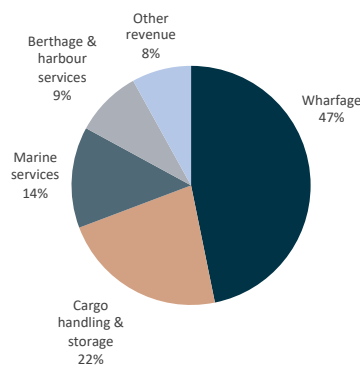
Northport owns a three-berth facility with a total wharf length of 570 metres. Although primarily built for the export of forest products, the terminal is now a flexible facility catering for large multi-purpose vessels. Northport has two mobile harbour cranes that can handle container traffic as well as a wide range of bulk cargoes. The Northport facility totals 48 hectares of land, with 38 hectares now paved and being used for cargo operations.

Northport primarily generates its revenue from the provision of:

- Wharfage – charges for the port’s fixed infrastructure comprising roading, wharves and marshalling areas while loading and unloading cargo;
- Berthage and harbour services – the charge for a vessel to be secured at a berth;
- Marine services such as pilotage and towage provided to vessels; and
- Cargo handling and storage.

An overview of revenue segmentation by service in FY24 is summarised below:

FY24 REVENUE BY SERVICES (% OF REVENUE)

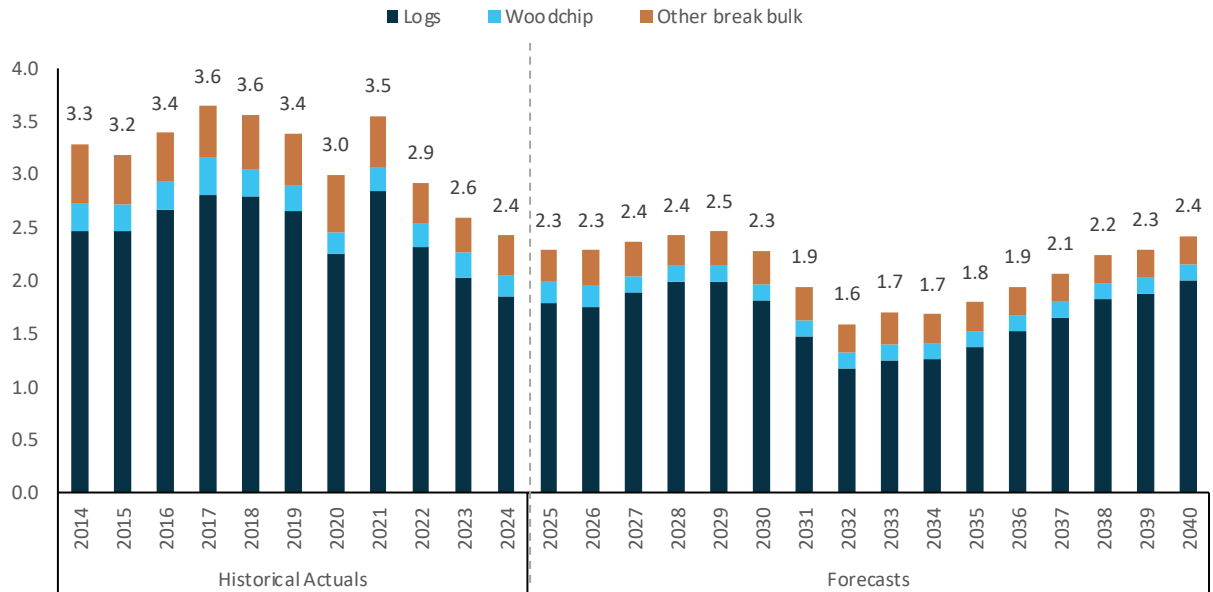


The majority of Northport’s revenue is generated from the forestry sector which is transported via break bulk and to a lesser degree containerised cargo. In FY24 Northport received its first cruise vessels which is an important milestone as it provides an additional revenue stream and supports tourism growth in the region.

The following graph shows the historical trend in Northport’s bulk freight volumes between FY14 and FY24 and the forecast from FY25 to FY40. Volumes have reduced from levels achieved between FY14 and FY21 which averaged approximately 3.4 million tonnes of bulk freight to a level of 2.4 million tonnes in FY24. Bulk freight volumes are forecast to reach a low point of 1.6 million tonnes in FY32.



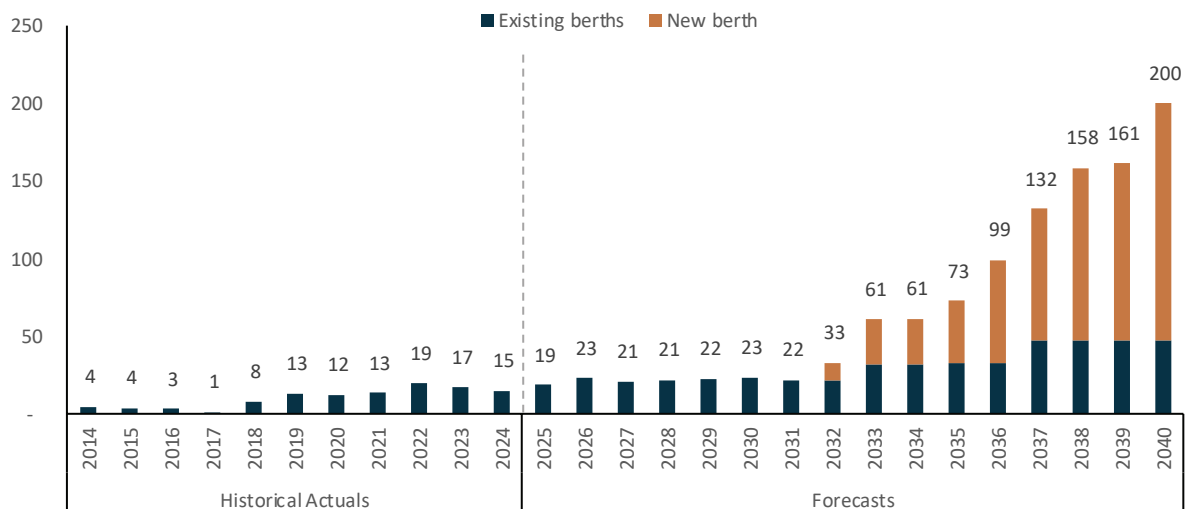
HISTORICAL AND FORECAST TREND IN NORTHPORT BULK FREIGHT VOLUMES (MILLIONS OF TONNES)



Source: Northport historical cargo volume statistics

Up until the impacts of COVID-19 and Cyclone Gabrielle, Northport had experienced growth in freight volumes for over ten years. The following chart shows the total container volume between FY14 and FY24 and the forecast volumes to FY40 including the projected contribution from the proposed new berth. The timing of the contribution to container volumes from the new berth is uncertain.

**HISTORICAL AND FORECAST TREND IN CONTAINER VOLUMES INCLUDING CONTRIBUTION FROM NEW BERTH
(THOUSANDS OF TEU)**





A summary of Northport's cargo throughput in FY23 and FY24 is summarised below:

NORTHPORT'S CARGO THROUGHOUT FOR FY23 AND FY24

YEAR END 30 JUNE	2023	2024
Break Bulk		
Logs (000s of JAS tonnes)	2,027	1,847
Other forestry products	231	240
Palm Kernel / Soya	115	165
Coal	33	74
Other	185	93
Total Break Bulk (000s of tonnes)	2,591	2,420
Containers		
Full	12,083	7,621
Empty	4,474	6,845
Land & Restow	368	69
Total Containers (TEU¹⁶ Equivalent)	16,925	14,535
Containerised Cargo		
Cement	85	128
Forestry products	10	13
Kiwifruit	9	12
Other	78	6
Total Containerised Cargo (000s of tonnes)	181	159

Source: Northport Management Accounts

4.4 Berth Extension Project

Northport's business is dominated by forestry product cargos. There is a limit to growth in log exports and forecast data points to a medium-term decline from current levels. Berth length is an area of concern for Northport. Over the last 8 years berth occupancy has increased from 59.5% to 67.7% with berth congestion being driven by increased vessel size rather than total occupancy. Increased length can result in only two vessels berthing at the same time rather than accommodating three smaller vessels.

In 2004 Northport was granted consent for additional berths with a combined length of 400 metres and an associated 5.2 hectare reclamation, enabling a total berth length of 840 metres and a 52 hectare footprint. In 2006, Northport took effect to that consent and built the third berth of 180 metre, bringing the total berth length to 570 metres and a 48 hectare footprint. Addition berth length of 270 metres remains consented with a 3.8 hectare reclamation.

The Berth Extension Project is for 175 metres of berth length with a 3.4 hectare reclamation, providing a total berth length of 745 metres and a port area of approximately 52 hectares with a floating tug berthing facility. A further 95 metres of berth length will remain consented but not constructed.

The proposed berth extension and reclamation will allow the business to better utilise berth and terminal space. The projected capacity following completion of the Berth Extension Project is approximately 160,000 TEU per annum with high dwell times. Future investments in container handling equipment, supply chain infrastructure such as road and rail links with North Auckland distribution hubs to reduce dwell times, the capacity is expected to increase to approximately 200,000 TEU p.a. and will provide Northport with a minimum of 10-years of capability before any further expansion would be required.

The Berth Extension Project is forecast to cost approximately \$74 million in current dollars.

¹⁶ TEU is defined as a twenty-foot equivalent unit is a general unit of cargo capacity.



The forecast Northland generated container volumes are not sufficient for Northport to grow into a significant container port. The berth extension project is about supporting North Auckland's growth by enabling container volumes to be redirected from North Auckland. For this to happen there will need to be improved State Highway and rail infrastructure linking Northland and Auckland. The proposed rail link to Marsden Point coupled with a reliable coastal feeder service linking to the international container-line services would be a significant enabler for increased container volumes for the North Auckland market through Northport.

Within the current and consented footprint, Northport can support the region's immediate and expected economic and freight growth. For Northland to become a "port of choice" for North Auckland cargo it will need to significantly increase that footprint.

There is potential for additional extensions to the berth to increase container capacity to ~450,000 TEU per annum. Northport does not currently have consent for this further extension.



4.5 Historical Financial Performance

The historical financial performance of Northport from FY22 to FY24 is summarised below:

FINANCIAL PERFORMANCE (NZ\$ MILLIONS)

YEAR END 30 JUNE	2022	2023	2024
Wharfage	19.7	18.9	19.1
Cargo handling & storage	10.6	10.2	9.1
Marine services	6.0	5.1	5.6
Berthage & harbour services	3.6	3.4	3.7
Other revenue	2.7	2.9	3.3
Total Revenues	42.6	40.5	40.7
Employee benefits	(4.9)	(5.4)	(5.2)
Marine services	(6.0)	(5.1)	(5.6)
Administration costs	(2.1)	(2.0)	(2.5)
Other expenses	(3.4)	(3.9)	(3.5)
Total Expenses	(16.5)	(16.5)	(16.7)
EBITDA (Before IFRS 16)	26.1	24.0	24.0
Depreciation and amortisation	(4.1)	(4.3)	(4.2)
EBIT	22.0	19.7	19.8
Finance expenses, net	(1.7)	(2.3)	(2.6)
Net profit before income tax	20.3	17.4	17.2
Share of North Tugz	2.2	3.7	4.4
Income tax expense	(5.7)	(4.9)	(5.7)
Net profit after tax	16.8	16.2	15.9
<i>Log volumes (JAS millions)</i>	2.32	2.03	1.85
<i>Change in log volumes</i>	<i>(18.3%)</i>	<i>(12.6%)</i>	<i>(8.8%)</i>
<i>TEU</i>	19,493	16,925	14,535
<i>Change in revenues %</i>	<i>(4.5%)</i>	<i>(4.8%)</i>	<i>0.4%</i>
<i>EBITDA margin %</i>	61.3%	59.2%	58.9%
<i>EBIT margin %</i>	51.6%	48.6%	48.7%

Source: Northport Financial Statements

The following comments are relevant when reviewing the table above:

- FY23 performance was impacted by Cyclone Gabrielle. In FY24 Northport's EBIT was similar to FY23 despite a further reduction in export and import log volumes arising from key infrastructure outages within the region and a decrease in export demand.
- Under NZ IFRS 16 operating leases are recognised on the balance sheet (both the leased asset and the liability associated with the future lease payment obligations). Operating expenses has been adjusted to include the lease expenses in operating expenses and depreciation and finance costs have been adjusted to remove the impact of NZ IFRS 16.



4.6 Forecast Financial Performance

The forecast financial performance of Northport for FY25 and FY26 is summarised below:

FORECAST FINANCIAL PERFORMANCE (NZ\$ MILLIONS)

YEAR END 30 JUNE	2024A	2025F	2026F
Wharfage	19.1	19.5	20.4
Cargo handling & storage	9.1	10.5	10.8
Marine services	5.6	5.6	5.4
Berthage & harbour services	3.7	3.4	2.5
Other revenue	3.3	2.8	3.1
Total Revenues	40.7	41.8	42.2
Employee benefits	(5.2)	(5.3)	(6.0)
Marine services	(5.6)	(5.7)	(5.4)
Administration costs	(2.5)	(2.9)	(3.1)
Other expenses	(3.5)	(3.4)	(3.9)
Total Expenses	(16.7)	(17.3)	(18.4)
EBITDA (Before IFRS 16)	24.0	24.5	23.8
Depreciation and amortisation	(4.2)	(4.5)	(4.5)
EBIT (Before IFRS 16)	19.8	20.0	19.3
Finance expenses, net	(2.6)	(2.6)	(2.3)
Share of North Tugz	4.4	3.1	2.8
Income tax expense	(5.7)	(4.9)	(4.8)
Net profit after tax	15.9	15.7	15.0
<i>Log volumes (JAS millions)</i>	<i>1.85</i>	<i>1.78</i>	<i>1.74</i>
<i>Change in log volumes</i>	<i>(8.8%)</i>	<i>(3.8%)</i>	<i>(2.2%)</i>
<i>TEU</i>	<i>14,535</i>	<i>18,572</i>	<i>22,711</i>
<i>Change in revenues %</i>	<i>0.4%</i>	<i>2.6%</i>	<i>1.1%</i>
<i>EBITDA margin %</i>	<i>58.9%</i>	<i>58.7%</i>	<i>56.4%</i>
<i>EBIT margin %</i>	<i>48.7%</i>	<i>48.0%</i>	<i>45.8%</i>

Source: Northport Management Forecast

The following comments are relevant when reviewing the table above:

- FY25 revenue is forecast to increase by 2.6% with lower log volumes offsetting rate increases and growth in container volumes.
- Log volumes are forecast to decrease by 2.2% to 1.74 million JAS in FY26 following a forecast decrease of 3.8% in FY25. Actual volumes will be subject to market conditions.
- Container volumes are forecast to increase by 22% in FY26 following forecast growth of 28% in FY25. The forecast increase in container volumes is driven by export containers loaded at Northport and shipped to Tauranga for export.



4.7 Financial Position

Northport's financial position as at 30 June 2024 and 31 March 2025 is summarised below:

FINANCIAL POSITION (NZ\$MILLIONS)

AS AT	30 JUN 2024	31 MAR 25
Working capital assets	3.9	5.7
Working capital liabilities	(2.3)	(3.1)
Net Working Capital	1.6	2.6
Property, plant and equipment	145.8	143.6
Investment in North Tugz	5.7	5.8
Other assets & liabilities	2.4	2.6
Net operating assets	155.5	154.6
Bank Borrowings	(43.3)	(41.3)
Other cash & debt like balances	(0.4)	(0.5)
Net debt	(43.7)	(41.8)
Net assets	111.8	112.8
<i>Gearing¹⁷</i>	<i>28.1%</i>	<i>27.0%</i>

Source: Northport Financial Statements and Management Accounts

The following comments are relevant when reviewing the table above:

- Property, plant & equipment had a total book value of approximately \$145.8 million as at 30 June 2024. The gross carrying value (including revaluations) was \$215.4 million. Approximately 80% of the carrying value relates to wharves, services, hardstand and reclaimed and freehold land while the remaining value relates to plant & equipment, buildings and work in progress.
- Northport entered into a long-term lease with the Crown for the reclaimed land (which is the land on which Northport's Marsden Point facilities are located). The lease expires in 2116 (i.e. has approximately 91 years remaining).
- The 50% shareholding in North Tugz was recorded at a book value of \$5.7 million as at 30 June 2024. This is based on Northport's initial investment into North Tugz. The book value does not reflect the market value.
- Other assets & liabilities as at 30 June 2024 included goodwill of \$1.7 million, a deferred tax asset of \$1.1m and a net right-of-use liability of \$0.4m.
- Other cash & debt like items include cash, derivative financial instruments and a provision for tax.

¹⁷ Gearing is net borrowings divided by net assets plus net borrowings.



4.8 Historical Cash Flows

Northport's cash flows for FY22 to FY24 are summarised below:

CASH FLOW (NZ\$ MILLIONS)

YEAR END 30 JUNE	2022	2023	2024
Customer receipts	49.7	48.7	48.0
Payments to suppliers & employees (including GST) ¹⁸	(21.9)	(24.8)	(23.5)
Dividends from North Tugz	1.7	2.9	3.5
Interest paid	(1.7)	(2.3)	(2.7)
Income tax paid	(6.0)	(5.6)	(4.8)
Net operating cash flow	21.9	18.9	20.6
Purchase of property, plant and equipment	(8.8)	(4.9)	(5.7)
Net cash flows from investing activities	(8.8)	(4.9)	(5.7)
Dividends paid	(19.0)	(16.8)	(14.1)
Net change in bank borrowings	5.9	3.0	(0.6)
Net cash flows from financing activities	(13.1)	(13.8)	(14.7)
Net cash flow	(0.1)	0.2	0.1
Opening cash balance	0.4	0.3	0.5
Closing cash balance	0.3	0.5	0.6

Source: Northport Financial Statements

The following comments are relevant when reviewing the table above:

- Dividend income from North Tugz have approximately doubled from \$1.7 million in FY22 to \$3.5 million in FY24. This is largely due to the improved profitability of this business.
- Interest payments have increased between FY22 and FY24 reflecting higher interest rates.
- Capital expenditure has averaged \$6.5 million p.a. across FY22 to FY24. FY22 capital expenditure of \$8.8 million included \$5.3 million relating to approximately four hectares of new paving and light stands. Between FY22 and FY24 there has been approximately \$7.2 million spent on consenting for the berth extension and future development of the port.
- Dividend payments to Northport's shareholders have reduced over the period due to a combination in Northport's financial performance and its retention of capital to develop the potential wharf extension.

¹⁸ Payments to suppliers and employees Includes lease payments.



5 Profile of North Tugz Limited

5.1 Introduction

North Tugz provides towage and pilotage services to tanker vessels discharging at Channel Infrastructure, and ship calls to Northport. North Tugz has a fleet of seven vessels comprising two dedicated tugs, one multi-purpose tug, two work boats and two pilot boats. North Tugz's fleet is able to supply a bollard pull in excess of 110 tonnes.¹⁹

5.2 Financial Performance

North Tugz' financial performance for FY23 to FY24, together with the forecast for FY25, is summarised below:

FINANCIAL PERFORMANCE (NZ\$ MILLIONS)

YEAR END 30 JUNE	2023A	2024A	2025F
Revenue	18.8	21.0	19.9
Employee benefit expenses	(4.5)	(5.1)	(5.4)
Other operating expenses	(2.3)	(2.3)	(5.3)
Operating expenses	(6.8)	(7.4)	(10.7)
EBITDA	12.0	13.7	10.1
Depreciation & amortisation	(1.1)	(0.8)	(0.9)
EBIT	10.9	12.8	9.2
Net Finance costs	(0.5)	(0.6)	(0.5)
Income tax	(2.9)	(3.4)	(2.4)
Profit after tax	7.5	8.8	6.3
<i>EBITDA margin %</i>	<i>63.7%</i>	<i>61.3%</i>	<i>50.8%</i>

Source: North Tugz Financial Statements and Budget

The following comments are relevant when reviewing the table above:

- Approximately 68% of North Tugz's revenue is derived via the oil industry from ship calls to Channel Infrastructure, with the remainder coming from Northport (29%) and other customers (3%);
- The forecast increase in other operating expenses in FY25 relates to higher maintenance expenses due to a significant vessel maintenance programme; and
- The FY25 forecast incorporates actual results for the 9 months to 31 March 2025.

¹⁹ Bollard pull is a conventional measure of the pulling power of a watercraft. It is defined as the force exerted by a vessel under full power, on a shore-mounted bollard through a tow-line.



5.3 Financial Position

North Tugz's financial position as at 30 June 2024 and 31 March 2025 is summarised below:

FINANCIAL POSITION (NZ\$MILLIONS)

AS AT	30 JUN 2024	31 MAR 2025
Debtors & prepayments	2.4	3.5
Inventories	0.1	0.1
Creditors & accrued expenses	(1.6)	(2.7)
Working capital	0.9	0.9
Fixed assets	8.5	8.3
Intangible assets	15.6	15.6
Net operating assets	25.0	24.7
Bank Borrowings	(8.1)	(7.6)
Tax receivable/(payable)	(2.0)	0.3
Other cash & debt like balances	4.4	2.0
Net debt	(5.7)	(5.3)
Net assets	19.2	19.4
Gearing ²⁰	22.9%	%

Source: North Tugz Financial Statements and Management Accounts

The following comments are relevant when reviewing the table above:

- The intangible asset relates to goodwill recognised when the joint venture was established. This is tested annually for impairment.
- Fixed assets had a total cost of approximately \$26 million and a book value of \$8.3 million as at 31 March 2025. The majority of the fixed asset balance relates to the vessel fleet.

5.4 Historical Cash Flows

North Tugz's cash flows for FY23 and FY24 and the forecast for FY25 are summarised below:

CASH FLOW (NZ\$ MILLIONS)

YEAR END 30 JUNE	2023A	2024A	2025F
Customer receipts	22.0	24.3	22.3
Payments to suppliers & employees (including GST) ²¹	(10.4)	(11.2)	(13.3)
Net Interest payments	(0.5)	(0.5)	(0.4)
Lease payments	(0.1)	(0.1)	(0.1)
Income tax paid	(2.0)	(3.1)	(4.2)
Net operating cash flow	9.1	9.3	4.3
Net investment in property, plant and equipment	(0.2)	(1.8)	(0.4)
Net cash flows from investing activities	(0.2)	(1.8)	(0.4)
Dividends paid	(5.7)	(6.9)	(6.6)
Net change in bank borrowings	(0.7)	(0.7)	(0.7)
Net cash flows from financing activities	(6.4)	(7.6)	(7.3)
Net cash flow	2.5	(0.1)	(3.4)

Source: North Tugz Financial Statements and FY25 Budget

Capital expenditure during FY24 included a new pilot boat for \$1.7 million.

²⁰ Gearing is net borrowings divided by net assets plus net borrowings.

²¹ Payments to suppliers and employees Includes lease payments.



6 Valuation of Marsden Maritime Holdings

6.1 Methodology

6.1.1 Overview

Grant Samuel's valuation of MMH has been estimated on the basis of fair market value as a going concern, defined as the estimated price that could be realised in an open market over a reasonable period of time assuming that potential buyers have full information. The valuation of MMH is appropriate for the acquisition of the company as a whole and accordingly incorporates a premium for control. The value is in excess of the level at which, under current market conditions, shares in MMH could be expected to trade on the share market. Shares in a listed company normally trade at a discount to the underlying value of the company as a whole, but the extent of the discount (if any) depends on the specific circumstances of each company.

The most reliable evidence as to the value of a business is the price at which the business or a comparable business has been bought and sold in an arm's length transaction. In the absence of direct market evidence of value, estimates of value are made using methodologies that infer value from other available evidence. There are four primary valuation methodologies commonly used for valuing businesses:

- capitalisation of earnings or cash flows;
- discounting of projected cash flows (**DCF**);
- industry rules of thumb; and
- estimation of the aggregate proceeds from an orderly realisation of assets.

Each of these valuation methodologies has application in different circumstances. The primary criterion for determining which methodology is appropriate is the actual practice adopted by purchasers of the type of business involved. A detailed description of each of these methodologies is outlined in Appendix E.

6.1.2 Preferred approach

Grant Samuel has valued MMH on a sum-of-the-parts basis comprising its:

- 50% investment in Northport;
- Property, marina and commercial assets; and
- Corporate support function.

Grant Samuel has assessed the full underlying value of Northport using a DCF approach and having regard to a range of cash flow forecast scenarios to June 2040. The DCF involves calculating the net present value (**NPV**) of forecast cash flows. The cash flows are discounted using a discount rate that reflects the time value of money, and the risks associated with the cash flow stream.

The resulting DCF valuation range has been cross checked against the multiples implied by transactions involving port companies in Australasia and internationally and the multiples implied by the share prices of listed port operators in Australasia. Northport's 50% shareholding in North Tugz has been valued using a capitalisation of earnings approach.

Grant Samuel has had regard to the recent independent property valuations when assessing the value of MMH's property, marina and commercial assets. Grant Samuel has also considered the opportunity for MMH to develop its bare land holdings having regard to planned and potential development opportunities. MMH's corporate support function represents an ongoing cost for MMH and accordingly has been valued using a capitalisation of earnings approach.



6.2 Summary

Grant Samuel has valued the equity in MMH in the range of \$209 to \$241 million, which corresponds to a value of NZ\$5.06 to NZ\$5.83 per share. The valuation is summarised below:

MMH - VALUATION SUMMARY (MILLIONS)

	VALUE RANGE	
	LOW	HIGH
<i>Investment in Northport</i>		
Port Operations – 100%	285.0	310.0
50% shareholding in North Tugz	23.0	28.0
Northport - net debt for valuation purposes	(36.6)	(36.6)
Northport Equity Value – 100%	270.4	300.4
Value of MMH 50% shareholding in Northport	135.2	150.2
<i>Other assets and liabilities of MMH</i>		
Property, Marina & Commercial Assets	128.1	147.0
MMH - net debt for valuation purposes	(36.3)	(36.3)
Capitalised corporate costs	(18.0)	(20.0)
Equity value	209.0	240.9
Fully diluted shares on issue (millions)	41.3	41.3
Value per share (NZ\$)	\$5.06	\$5.83

The value includes a premium for control and exceeds the price at which, based on current market conditions, Grant Samuel would expect MMH shares to trade on the NZX in the absence of a takeover offer or proposal similar to the Scheme. The components of the value of MMH are described below:

6.3 Investment in Northport

Grant Samuel has assessed the value of MMH's 50% shareholding in Northport at between \$135.2 million to \$150.2 million. The equity value is calculated as 50% of the sum of:

- the enterprise value of Northport's port operations including the value of the planned berth extension project. The value of the port operations is based on a DCF analysis as described below;
- the value of Northport's 50% shareholding in North Tugz; and
- less forecast net debt at 30 June 2025.

6.3.1 Assessed Enterprise Value of Port Operations

Grant Samuel has considered the DCF valuation outcomes using a range of forecast cash flow scenarios to calculate an enterprise value range for 100% of the port operations of between \$285 million to \$310 million.

The DCF model has been developed by Grant Samuel using Northport management's forecast ungeared cash flows from 30 June 2026 to 30 June 2040 - a period of 15 years. A terminal value has been calculated in order to represent Northport's remaining cash flows beyond this point in perpetuity.

The DCF is based on the combined cash flow forecasts from:

1. Northport's 'Business as Usual' (BAU) forecast, which models the cash flows from the existing port infrastructure only, assuming no future expansion of the berths. Cash flows from the BAU forecast were discounted to present values using a discount rate range of 7.75% to 8.25% based on Grant Samuel's estimate of Northport's Weighted Average Cost of Capital (WACC). The WACC has been estimated using the Capital Asset Pricing Model (CAPM) by referencing comparable benchmarks to estimate a cost of equity for MMH. CAPM is arguably the most widely accepted and used methodology for determining the cost of equity capital. While the theory underlying CAPM is logical, the practical application is



subject to substantial shortcomings and limitations. Results from the CAPM should only be regarded as a general guide.

2. Northport “Berth Extension” forecast, which models the incremental cash flows from the Berth Extension Project including growth in container trade. Forecast cash flows have been discounted using a higher discount rate range of 9.75% to 10.25% to reflect the greater uncertainty regarding the forecast assumptions given that the project has not yet been approved by the Board of Northport. A terminal growth rate of 2.5% has been assumed for both the BAU and Berth Extension to value the cash flows in perpetuity beyond FY40.

The key assumptions of the BAU and Berth Extension models, which have been prepared by Northport management in October 2024, are outlined in Appendix A.

Small changes in certain assumptions can have disproportionate impacts on value outcomes. Northport’s DCF model is based on a large number of forecast operating assumptions, which are difficult to predict and many of which are outside the control of Northport. As a result of these uncertainties, there are a range of potential outcomes that could occur, both positive and negative. Accordingly, Grant Samuel considered the following scenarios:

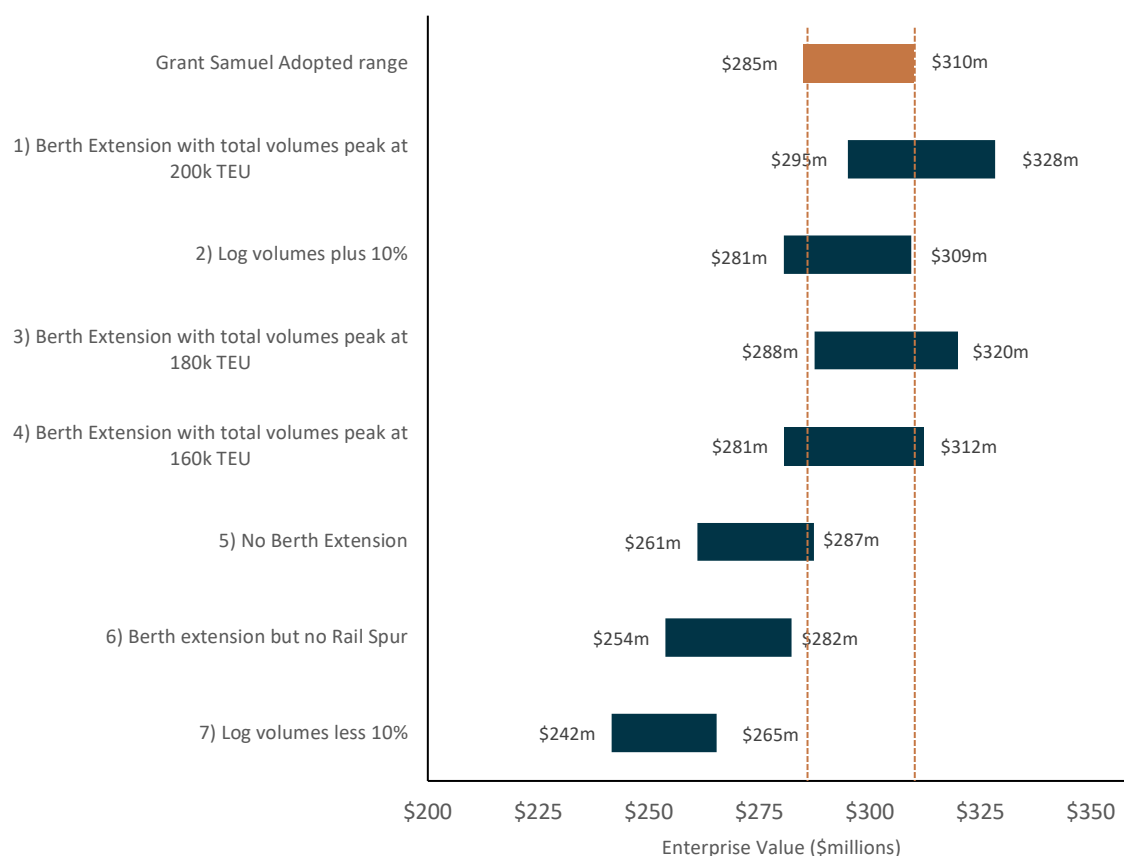
NORTHPORT – DCF SCENARIOS

SCENARIO	SCENARIO DESCRIPTION
Scenario 1	The Berth Extension project proceeds. Total container volumes reach 200,000 TEU per annum. BAU Model is as per management forecast.
Scenario 2	Log volumes are 10% higher than management’s forecast. The Berth Extension project does not proceed.
Scenario 3	The Berth Extension project proceeds. Total container volumes reach 180,000 TEU per annum. BAU Model is as per management forecast.
Scenario 4	The Berth Extension project proceeds. Total container volumes reach 160,000 TEU per annum. BAU Model is as per management forecast.
Scenario 5	The Berth extension project does not proceed.
Scenario 6	The Berth Extension project proceeds but the Rail Spur is not built and capacity only increases to 100,000 TEU per annum.
Scenario 7	Log volumes are 10% lower than management’s forecast. The Berth Extension project does not proceed.

The DCF valuations from each of the scenarios listed above are summarised in the chart below.



NORTHPORT – DCF VALUATION ANALYSIS RESULTS VERSUS ADOPTED RANGE (ENTERPRISE VALUE \$MILLIONS)



The scenarios shown above do not represent the entire range of potential value outcomes for Northport, instead they are indicators on the changes in NPV's derived from changing different sets of key assumptions. The NPV outcomes show a relatively wide range across the different scenarios, stemming from the sensitivity to relatively small changes in assumptions. Having regard to the different scenarios, Grant Samuel has adopted an enterprise value of \$285m to \$310m.

Grant Samuel has also assessed the impact on the discount rate and terminal growth rates used in the BAU and Berth Extension forecasts on the DCF valuation for Northport. The following table shows the range of enterprise values using different discount rates and terminal growth rates. The discount rate used in the Berth Extension model is 200 basis points higher than the BAU model and accordingly Grant Samuel has changed the discount rate in both models by the same amount in the below analysis. The below sensitivity analysis has been undertaken on Scenario 3 which spans Grant Samuel's adopted enterprise value range of \$285m to \$310m.

NORTHPORT – ENTERPRISE VALUE SENSITIVITIES (\$ MILLIONS)

DISCOUNT RATES	TERMINAL GROWTH RATES		
	2.0%	2.5%	3.0%
8.25% and 10.25%	276.1	290.2	301.0
8.00% and 10.00%	287.2	302.9	318.2
7.75% and 9.75%	305.2	319.7	337.1

Currently Northport is handling approximately 18,500 TEU's per annum comprising an equal mix of full and empty containers. This volume is expected to grow to 47,000 TEU's over the next 15 years.

Northport is a deepwater port very well located for the majority of sea freighters coming to New Zealand. Northport holds a consent to expand its wharf from 570 linear metres to approximately 745 linear metres. The long term plan involves significant reclamation and the wharf being extended to approximately 1,000



linear metres giving a total footprint of 66 hectares. In order to achieve the 200,000 TEU maximum capacity of the Berth Extension Project, the Rail Spur between Oakleigh south of Whangarei to Marsden Point will need to be built.

6.3.2 North Tugz

Northport's 50% shareholding in North Tugz has been valued at between \$23 million to \$28 million, as summarised below:

NORTH TUGZ VALUATION SUMMARY (MILLIONS)

	VALUE RANGE	
	LOW	HIGH
EBITDA for valuation purposes	10.1	10.1
EBITDA multiple for valuation purposes	5.0	6.0
Enterprise Value – 100%	50.5	60.5
Net debt for valuation purposes	(4.6)	(4.6)
Equity Value – 100%	45.9	56.0
Northport 50% shareholding in North Tugz	23.0	28.0

- North Tugz has been valued using a capitalisation of earnings approach.
- Grant Samuel has adopted EBITDA for valuation purposes of \$10.1 million which is based on forecast FY25 EBITDA.
- An EBITDA multiple of 5-6 times has been adopted. Transactions involving marine service providers have been at lower multiples than port operators at between 5.3 to 7.8 times EBITDA. This is across four transactions between 2009 and 2024 involving businesses that were significantly larger than North Tugz. The implied EBITDA multiple also reflects the high revenue concentration with major customers (Northport and the oil companies using Channel Infrastructure to import fuel).
- Net debt for valuation purposes of \$4.6 million is based on the forecast net debt position as at 30 June 2025 and excluding forecast dividend payments. This has been deducted to calculate an equity value for 100% of North Tugz.
- The 50% shareholding reflects a pro-rata share of the full underlying equity value of North Tugz.

6.3.3 Northport Net Debt

Net debt for valuation purposes of \$37.6 million is based on forecast net debt as at 30 June 2025.



6.4 Other Assets and Liabilities of MMH

Other assets and liabilities of MMH include:

- The Property, Marina and Commercial assets;
- Corporate support function; and
- Less MMH forecast net debt at 30 June 2025.

Grant Samuel's valuation of each of these components is outlined below:

6.4.1 Property, Marina and Commercial Assets

The Property, Marina and Commercial assets have been valued at between \$128.1 million and \$147.0 million, as summarised below:

MMH PROPERTY, MARINA AND COMMERCIAL ASSETS VALUATION (\$MILLIONS)

	VALUE RANGE	
	LOW	HIGH
Developed and leased property	68.0	68.0
Marina	16.0	17.0
Vacant undeveloped land	44.1	62.0
Total	128.1	147.0

- The valuation of the developed property assets of \$68 million is based on the June 2024 valuation. This valuation is based on the capitalisation of rental income approach.
- The Marina has been valued at between \$16 million to \$17 million.
- The vacant undeveloped land has been valued at \$44 million by CBRE. The total area of this land is approximately 166 hectares. The value equates to a value per square metre of \$26.5. Grant Samuel has adopted \$44 million as the low end of the value range and for the top end of the value range (\$62 million) has applied a 40% premium to reflect the strategic value of this land asset which will benefit from the continued growth of the port and associated activities in the future.
- MMH has relatively low earnings given the very large asset base comprising approximately \$128 million of land and buildings and 50% shareholding in Northport. Extracting value from this large property investment will be very slow in the absence of Northport being expanded to enable an economic sized container port to be developed. At this time initial berth expansion has not been approved by the Board of Northport.

6.4.2 Corporate Support Function

Grant Samuel has adjusted its valuation of MMH for the ongoing costs of the corporate management function. Corporate costs have been adjusted to exclude the costs of being listed on the NZX. The elimination of the NZX listing costs would be available to any party that delisted MMH and therefore it is appropriate to remove these costs to calculate the full control value of MMH. Corporate costs have been capitalised using a multiple range of 9 to 10 times.

ADJUSTED CORPORATE COSTS (\$MILLIONS)

	\$ MILLIONS
FY26B Corporate Costs	2.65
Less: Estimated NZX listing costs	(0.65)
Adjusted Corporate Costs for valuation purposes	2.00



6.4.3 MMH - Net Debt for Valuation Purposes

Grant Samuel has adopted net debt for valuation purposes of \$36.3 million. This is based on MMH's forecast net debt as at 30 June 2025.

6.5 Earnings Multiple Analysis

6.5.1 Implied multiples - Northport

Grant Samuel's valuation of Northport implies the following multiples of EBITDA and EBIT:

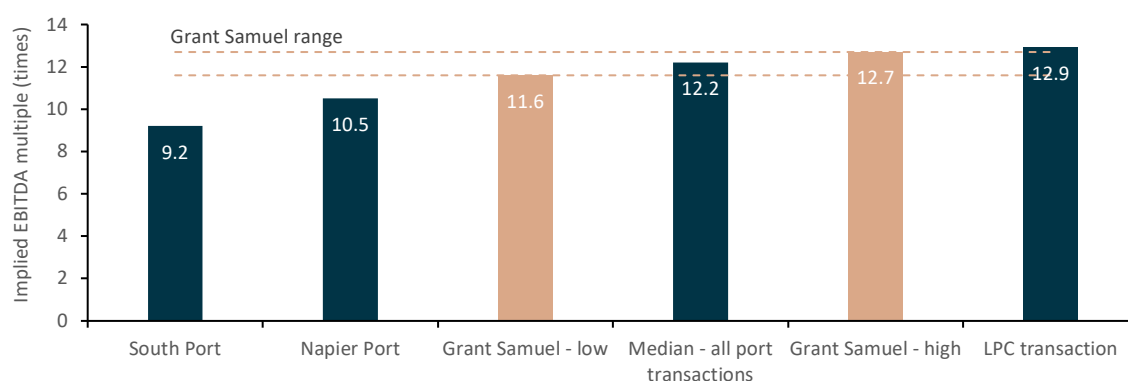
NORTHPORT – IMPLIED VALUATION MULTIPLES

DATE	EARNINGS (\$ MILLION)	RANGE OF MULTIPLES	
		LOW	HIGH
Enterprise Value range (\$million)		285.0	310.0
Multiple of EBITDA (times)			
Year ended 30 June 2024	24.0	11.9	12.9
Forecast for year ending 30 June 2025	24.5	11.6	12.7
Forecast for year ending 30 June 2026	23.8	12.0	13.0
Multiple of EBIT (times)			
Year ended 30 June 2024	19.8	14.4	15.7
Forecast for year ending 30 June 2025	20.0	14.2	15.5
Forecast for year ending 30 June 2026	19.3	14.8	16.1

An explanation regarding interpreting the above multiples is included at Appendix F.

The capitalisation multiples calculated above can be compared to the historical EBITDA multiples inferred from prices at which shares in comparable listed port companies are trading and the value parameters of transactions involving similar businesses operating in the port sector.

MULTIPLES OF HISTORICAL EBITDA FOR COMPARABLE LISTED COMPANIES AND TRANSACTIONS



The following comments are relevant when reviewing the graph above:

- The share prices and therefore the implied multiples of the comparable listed port companies South Port and Napier Port, do not include a premium for control. Shares in a listed company normally trade at a discount to the underlying value of the company as a whole. The multiples are based on closing share prices as at 24 April 2025.
- The only transaction involving a port company in New Zealand where Grant Samuel was able to calculate implied earnings multiples was the 2014 acquisition of Lyttleton Port Company (LPC). The price implied an historical EBITDA multiple of 12.9 times. This is just above the top end of the range implied by Grant Samuel's valuation of Northport of 11.6 to 12.7 times.

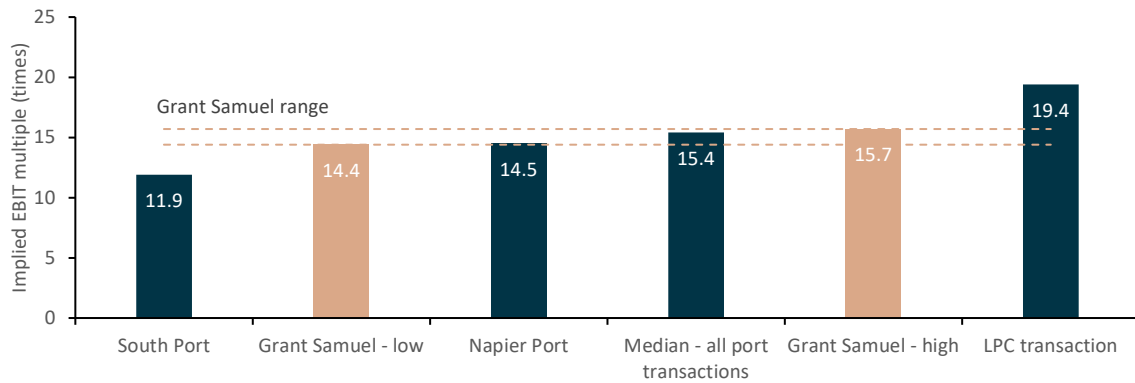
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- Across 15 transactions globally involving port businesses, the median multiple of historical EBITDA was 12.2 times. This is within the historical EBITDA multiple range implied by Grant Samuel's valuation of Northport of 11.6 to 12.7 times.

The following chart shows the multiples of EBIT inferred from prices at which shares in comparable listed port companies are trading and the value parameters of transactions involving similar businesses operating in the port sector.

MULTIPLES OF HISTORICAL EBIT FOR COMPARABLE LISTED COMPANIES AND TRANSACTIONS



The following comments are relevant when reviewing the graph above:

- The median EBIT multiple across the international port transactions was 15.4 times. This falls within the implied EBIT multiple range of Grant Samuel's valuation of North Port of 14.4 to 15.7 times.
- The implied EBIT multiple for the LPC transaction was high at 19.4 times.

Grant Samuel believes that the multiples implied by its valuation of Northport are aligned with the multiples implied from both sharemarket and transaction evidence.



6.5.2 Sharemarket Evidence

The valuation of MMH has been considered in the context of the multiples implied by the share market prices of listed companies in the port industry in New Zealand and Australia:

SHAREMARKET RATINGS OF COMPARABLE COMPANIES²²

ENTITY	MARKET CAP. (NZ\$ MILLIONS)	EBITDA MULTIPLE (TIMES) ²³		EBIT MULTIPLE (TIMES) ²⁴	
		HISTORIC	FORECAST YEAR 1	HISTORIC	FORECAST YEAR 1
New Zealand					
Port of Tauranga	4,259	23.6	20.6	30.2	25.2
Napier Port	518	10.5	10.7	14.5	14.9
South Port	160	9.2	n.a.	11.9	n.a.
Australia					
Dalrymple Bay Infrastructure	2,085	14.9	13.9	17.6	16.3
Qube Holdings	7,440	16.0	13.7	27.4	23.2
Average		14.8	14.7	20.3	19.9
Median		14.9	13.8	17.6	19.7

Source: Grant Samuel analysis, Capital IQ n.m. means not meaningful * denotes outliers

A description of each of the companies above is set out in Appendix D. When observing the table above the following points should be noted:

- New Zealand has four listed port companies (including MMH). This includes New Zealand's largest port, Port of Tauranga Limited (**POT**), Napier Port Holdings Limited (**Napier Port**) and South Port New Zealand Limited (**South Port**) in Bluff. Each of these companies has significant local council shareholders.
- POT is substantially larger than MMH, Napier Port and South Port and trades at premium valuation multiples. This reflects POT's size, strategic position as New Zealand's largest port capable of accommodating the largest vessels, high return on capital and scope to increase prices over time to drive earnings growth.
- South Port is similar in size to Northport with EBITDA of ~\$21m in FY24 compared to ~\$24m for Northport. Napier Port's EBITDA of ~\$60m is more than double the size of Northport's EBITDA. Log exports play an important role for Northport as well as the other listed New Zealand port companies. South Port is trading at a historical EBITDA multiple of 9.2 times and Napier Port is trading at a historical EBITDA multiple of 10.5 times.
- Dalrymple Bay Infrastructure (**DBI**) operates as a coal export terminal in Queensland under a 100 year lease agreement. DBI is trading at multiples of 14.9 times historic EBITDA and 17.6 times historic EBIT.
- Qube Holdings Limited (**Qube**) is a large nationwide provider of logistics and transport services in Australia and New Zealand. Qube owns 50% of Patrick, Australia's largest container terminal operator. Qube is trading at multiples of 16.0 times historic EBITDA and 27.4 times historic EBIT.
- The multiples have been calculated using the closing share prices as at 24 April 2025.
- The companies selected have varying financial year ends. The data presented is the most recent historical result available plus the subsequent forecast year. The financial data has not been adjusted

²² The companies selected have a variety of year ends. The financial information presented in the historic column corresponds to the most recent actual annual result. The forecast column corresponds to the forecast for the subsequent year.

²³ Represents gross capitalisation (that is, the sum of the market capitalisation adjusted for minorities, plus borrowings less cash as at the latest balance date) divided by EBITDA. EBITDA is earnings before net interest, tax, investment income, depreciation, amortisation and significant non-recurring items.

²⁴ Represents gross capitalisation (that is, the sum of the market capitalisation adjusted for minorities, plus borrowings less cash as at the latest balance date) divided by EBIT. EBIT is earnings before net interest, tax, investment income and significant non-recurring items.

to align the year end for each company. MMH, South Port, POT and Napier Port all have a June financial year end. The forecast for these companies therefore represents the financial year ending June 2025.

- Shares in a listed company normally trade at a discount to the underlying value of the company as a whole, but the extent of the discount (if any) depends on the specific circumstances of each company.

6.5.3 Transaction Evidence

The valuation of Northport has been considered having regard to the earnings multiples implied by the price at which broadly comparable companies and businesses have changed hands. A selection of relevant transactions involving port and port service businesses is outlined below:

COMPARABLE TRANSACTION EVIDENCE – PORTS AND PORT SERVICES

DATE	TARGET	ACQUIRER	IMPLIED ENTERPRISE VALUE (NZ\$ MILLIONS) ²⁵	EBITDA MULTIPLE (TIMES)		EBIT MULTIPLE (TIMES)	
				HISTORIC	FORECAST	HISTORIC	FORECAST
Ports - New Zealand and Australia							
Aug 14	Lyttleton Port	CCHL	422	12.9	15.3	19.4	n.a.
May 12	Port of Portland	Palisade Ports	250	9.0	n.a.	n.a.	n.a.
Jul 12	Adelaide Container Terminal	Flinders Port Group	300	12.4	n.a.	15.4	n.a.
Feb 12	Port of Geelong	RREEF Infrastructure	170 ²⁶	11.5	n.a.	n.a.	n.a.
Dec 10	DP World Australia	Citi Infrastructure Investors	2,450	12.7	11.5	n.a.	n.a.
Oct 09	Dalrymple Bay Coal Terminal	Brookfield Asset Management	n.a.	14.4	10.0	n.a.	n.a.
Ports - International							
Jul 22	Port of Haifa	Adani Ports	922	8.0	n.a.	11.4	n.a.
Mar 21	Gangavaram Port	Adani Ports	707	8.9	n.a.	n.a.	n.a.
Jul 20	Xinghua Port	Zhuhai Port (Hong Kong)	553	10.3	n.a.	13.6	n.a.
Jul 19	Libra Terminal Rio	ICTSI Americas	504	13.2	n.a.	20.0	n.a.
Jan 19	Pulogsa	DP World	1,184	14.8	n.a.	36.0*	n.a.
Aug 17	Mersin Port	IFM Infrastructure	2,410	13.7	n.a.	17.8	n.a.
Jun 17	Portonave	Terminal Investment	743	8.5	n.a.	12.6	n.a.
Jan 15	Integrax Bhd	Tenaga	276	14.3	12.9	20.6	21.2
Sep 13	NCC Group	Global Port Investments	2,115	9.2	n.a.	11.4	n.a.
Average – All Port Transactions				11.6	12.4	15.8	21.2
Median – All Port Transactions				12.4	12.2	15.4	21.2
Port Services - International							
Pending	Svitzer Group	APMH Invest	3,160	6.8	6.4	13.9	12.1
Mar 24	MMA Offshore	Cyan Renewables	1,106	10.3	6.9	18.2	11.1
Sep 13	Miclyn Express	CHAMP	989	10.1	7.1	13.7	9.6
Apr 11	NOR Offshore	Solstad Offshore	132	5.3	n.a.	7.8	n.a.
Nov 09	Smith Internationale	Royal Boskalis	2,740	6.7	7.8	10.3	14.6
Average – Port Services				7.8	7.1	12.8	11.9
Median – Port Services				6.8	7.0	13.7	11.6

Source: Grant Samuel analysis,²⁷ Capital IQ, n.a means not available n.m means not meaningful

²⁵ The implied enterprise value of transactions has been converted to New Zealand dollars using the spot exchange rate on the date the transaction was announced.

²⁶ Enterprise value has been estimated by Grant Samuel.

²⁷ Grant Samuel's analysis is based on company announcements and, in the absence of company published financial forecasts, brokers' reports. Where company financial forecasts are not available, the median of the financial forecasts prepared by a range of brokers has



Further details on these transactions are set out in Appendix C. When observing the tables above the following points should be noted:

- Grant Samuel has segmented the transactions involving port companies between those based in New Zealand and Australia and internationally. Grant Samuel identified six transactions in Australasia and nine transactions internationally between 2013 and 2022. In addition, Grant Samuel has analysed transactions involving port services companies which we have considered when valuing Northport's investment in North Tugz.
- The only transaction involving a port company in New Zealand where Grant Samuel was able to calculate implied earnings multiples was the 2014 acquisition of Lyttleton Port Company (**LPC**) by Christchurch City Holdings Limited (**CCHL**), the investment arm of the Christchurch City Council. CCHL already owned 79.6% and entered a lock up agreement with Port Otago Limited which was LPC's second largest shareholder who owned 15.5%. The move to 100% ownership of LPC by CCHL was in part driven by the need to undertake a substantial rebuild of the port following the Canterbury earthquakes of 2010 and 2011. The takeover of LPC implied multiples of 12.9 times historical EBITDA and 19.4 times historical EBIT. These multiples assume the substantial proceeds from the insurance payout were earmarked to rebuild LPC's port infrastructure to a similar condition and did not represent excess cash.
- Five transactions in Australia involved port businesses where implied earnings multiples were calculable, occurred between 2009 and 2012. The average multiple of historic EBITDA across these transactions was 12 times with a range of between 9.0 to 14.4 times.
- The nine international port transactions are across a range of countries including Turkey, Chile, Brazil, Poland, China, India, Israel, Malaysia and Russia. The average multiple of historical EBITDA across the international transactions was 11.5 times and the average multiple of historical EBIT was 15.8 times.
- For most of the international port transactions, the companies operated under concession arrangements whereby the port operator has the right to operate, development and maintain the port during the life of the concession. The concession lengths for each business and transaction vary.

generally been used to derive relevant forecast value parameters. The source, date and number of broker reports utilised for each company depends on analyst coverage, availability and recent corporate activity.



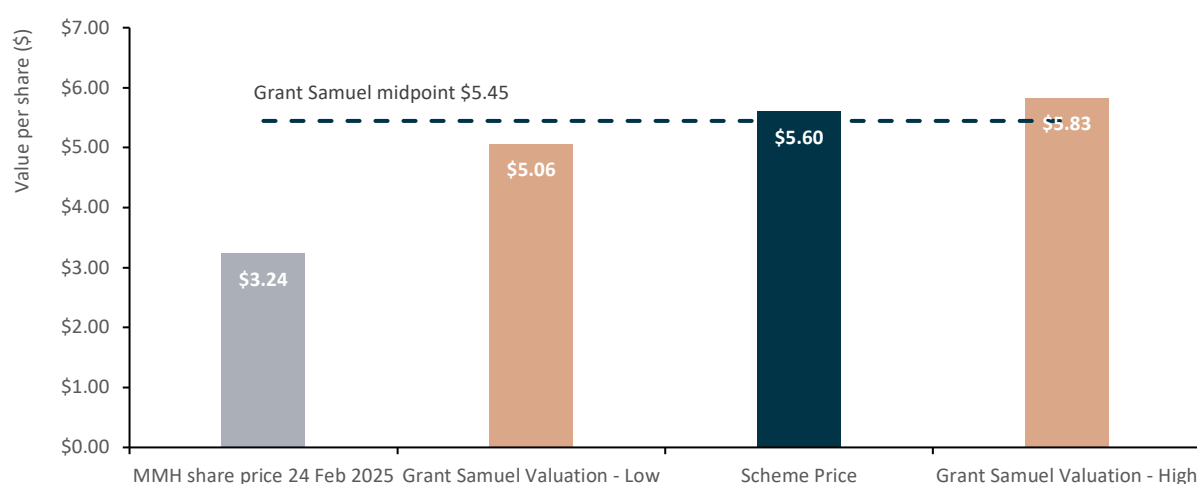
7 Merits of the Scheme

7.1 The value of the Scheme

The value of the Scheme can be assessed with reference to a number of factors:

- **Grant Samuel's assessment of the value of MMH.** In Grant Samuel's opinion the full underlying value of MMH shares is in the range of \$5.06 to \$5.83 per share as set out in Section 6. This value represents the value of 100% of the equity in MMH and therefore includes a premium for control. In Grant Samuel's opinion the offer price under a takeover offer or scheme of arrangement where the offeror will gain control should be within, or exceed, the pro-rated full underlying valuation range of the company. **The Scheme price of \$5.60 per share is towards the upper end of Grant Samuel's assessed value range for MMH shares.** The chart below compares the Scheme price with Grant Samuel's assessed value range for MMH shares and the MMH share price immediately prior to the announcement of the Scheme.

GRANT SAMUEL VALUATION RANGE VERSUS THE SCHEME PRICE AND PRE SCHEME SHARE PRICE (NZ\$ PER SHARE)



- **The significant premium implied by the Scheme.** The Scheme represents a significant premium of 73% relative to the closing price of \$3.24 per share on 24 February 2025 being the last trading day prior to the initial announcement of the Scheme and a premium of 70% over the volume weighted average share price (VWAP) over the 30 trading days prior to the announcement of the Scheme of \$3.29 per share. The 73% premium compares to a typical takeover premium range of 20-35%.
- **Comparable company and comparable transaction data.** Grant Samuel has compared the multipliers implied by its valuation of Northport to the multipliers implied by listed port companies in Australasia and the multipliers implied by transactions involving port companies globally. Grant Samuel's analysis suggests that the EBITDA and EBIT multipliers implied by the Scheme price are reasonable when comparing to the listed company multiples (after adjusting for a premium for control) and transaction multiples.

7.2 The timing and circumstances surrounding the Scheme

The Consortium first approached MMH on 7 August 2024 with a non-binding indicative proposal to acquire MMH. MMH then established an independent board committee to manage and consider the proposal. This included an evaluation of the benefits of consolidation of MMH and Northport. Advisors were then appointed to act for MMH to negotiate the price and other terms of the proposal. The negotiation process took place over four months. Once the independent board committee determined that the terms of the proposal were in the best interests of MMH shareholders, due diligence was facilitated during January and February 2025. The Scheme was announced on the NZX on 25 February 2025.



7.3 Possible outcomes of the Scheme

The Scheme needs the support of 75% of the shares voted by interest class by a special resolution and more than 50% of the total number of voting securities in the company to be voted in favour of the Scheme for it to proceed (assuming any other conditions are satisfied).

MMH has one class of fully paid up ordinary shares with identical voting rights. NRC is required to vote in a separate interest class. This is because NRC is part of the Consortium and has entered into a Voting Deed Poll. In addition, Tupu Tonu Independent Director Lindsay Faithfull, who holds or controls 1,000 MMH shares, is also required to vote in a separate interest class and has entered into a Voting Deed Poll. This means that there are three separate interest classes (being, respectively NRC as one interest class, Lindsay Faithfull as another interest class and all other shareholders in another interest class). The voting of the Scheme for the 75% voting threshold will be decided by the interest class consisting of all other shareholders other than NRC and Lindsay Faithfull.

The threshold for approving the Scheme is based on 75% of the number of votes actually cast voting in favour of the Scheme. Realistically some shareholders may not decide to cast their votes at a meeting or by proxy. Therefore, the threshold is likely to be less than 75% of all voting securities on issue. For example if 80% of voting securities on issue are cast, the threshold will be 75% of the 80% of voting securities on issue that are cast (representing 60% of the total voting securities on issue). The probability of a 100% acquisition being successfully completed under a scheme structure is therefore generally regarded as greater than under a conventional takeover offer.

The High Court will only consider approving the Scheme if the two shareholder voting thresholds are passed and the other outstanding conditions are satisfied. If the High Court approves the Scheme, the shares in MMH will be acquired by the Consortium.

MMH's second largest shareholder PoA which holds 8,218,829 or 19.90% of the MMH shares on issue, has entered into an agreement to vote its shares in favour of the Scheme. To achieve the 75% voting threshold (assuming all shares vote) will require acceptances of 6,149,479 or 14.89% of the MMH shares on issue out of a total of 10,938,915 shares held by other MMH shareholders. This equates to an acceptance rate of approximately 56.2% for the non-NRC and PoA shares.

MMH shareholders other than NRC will vote to approve or reject the implementation of the Scheme. To be passed, more than 50% of the total number of voting securities in MMH must be voted in favour and at least 75% of the votes of shareholders entitled to vote and voting must be in favour of the resolution. If the two tests are satisfied and the High Court approves the Scheme and the other conditions are satisfied, the Scheme will proceed and all the shares in MMH will be acquired by the Consortium.

The possible outcomes of the Scheme are a function of MMH shareholders' endorsement (or not) of the scheme construct and are summarised below:

- **The voting thresholds to approve the Scheme are not achieved.**

If either of the voting thresholds to approve the Scheme are not achieved the Scheme will not proceed and no shares in MMH will be acquired by the Consortium. MMH will remain a listed company and will have no further obligation to the Consortium. In that case, the Consortium must reimburse MMH for its costs incurred in relation to the Scheme from the time of receipt of the original proposal, subject to a cap of \$1.2 million.

- **The voting thresholds to approve the Scheme are achieved.**

If the voting thresholds to approve the Scheme are achieved and all other conditions are satisfied, the Scheme will be implemented. In that circumstance all shareholders in MMH will have their shares acquired at \$5.60 per share. Voting in favour of the Scheme will only realise cash for MMH shareholders if the voting thresholds are achieved and the other conditions are satisfied. If the transaction is implemented MMH will be delisted from the NZX.



7.4 Factors affecting the outcome of the Scheme

The following factors may impact the outcome of the Scheme:

- Many takeovers or schemes of arrangement feature lock-up or voting commitment arrangements whereby certain larger shareholders are approached as part of the proposal and agree to accept the offer when it is made or vote for the scheme when it is put to shareholders. PoA has entered into a voting agreement in relation to its 8,218,829 or 19.9% shareholding. The PoA shareholding represents approximately 43% of the total shares in the non-NRC interest class. Therefore, the support of PoA in relation to scheme provides significant support to achieving the requisite voting thresholds.
- Other larger shareholders in MMH include institutional investors including Salt Funds Management, MFL Mutual Fund, Accident Compensation Corporation and HSBC Nominees. Together the next four largest shareholders in MMH own approximately 8.3% of the total MMH shares on issue. The support or otherwise of these shareholders in relation to the Scheme is likely to be material in determining whether the Consortium achieves its voting thresholds.
- MMH has traded slightly below the Scheme price since the Scheme was announced in the range of \$5.16 to \$5.40, suggesting the market is expecting the Scheme to be successfully implemented.

7.5 Other Merits of the Scheme

- The Scheme restricts MMH's conduct of business from the signing of the Scheme on 24 February 2025 until the date the Scheme is settled or is cancelled. The restrictions are common for transactions of this nature and its purpose is to ensure that, from the date the Scheme is signed, MMH carries on its business in the ordinary course and it does not make any significant change to the nature or scale of its business without the approval of the Consortium. Under the Scheme MMH is subject to certain obligations in respect of the business including positive obligations such as carrying on the business in the normal course and maintaining the assets of the business, and negative obligations such as not incurring any more debt, not providing any guarantees, nor acquiring or disposing of any material assets;
- The SIA includes restriction on the payment of dividends. The dividend that would otherwise be typically paid by MMH in March 2025 will not be declared or paid. In 2024 the March dividend was 6 cents per share. As there is a restriction on the payment of dividends under the Scheme the Scheme consideration remains unchanged at \$5.60 per share regardless of when the transaction is ultimately settled (if it is approved). Significant delays in implementing the Scheme caused by a delay in satisfying the conditions would therefore arguably be beneficial to the Consortium and detrimental to MMH shareholders. The restriction on dividends prevents MMH's shareholders from sharing in any profits of the company since the announcement of the Scheme;
- The transaction timetable set out in the Scheme Booklet provides for the Scheme to be put to shareholders in May 2025. If shareholders approve the Scheme, the Implementation Date is expected to be by 30 June 2025. The Scheme specifies an end date of 30 September 2025 (unless extended in accordance with the SIA or by agreement between MMH and the Consortium).
- The Scheme includes a Material Adverse Change (**MAC**) condition which is common in transactions of this nature. Under this condition, the Consortium may terminate the SIA if there are events or circumstances which occur between the signing of the SIA and the implementation of the Scheme which reduce:
 - The net tangible assets (NTA) of each of MMH (excluding Northport), Northport (excluding North Tugz) and North Tugz as at 30 June 2024 decline by more than 15%; or
 - The aggregated EBITDA of MMH (excluding Northport), 50% Northport (excluding North Tugz) and 25% North Tugz over the 12 months immediately preceding the MAC event decline by more than 15%.



The SIA details a range of circumstances or events that are excluded when determining if a MAC has occurred (i.e. the Consortium may not terminate the SIA if the MAC is caused by excluded events). The excluded events include any matter or event fairly disclosed in due diligence, changes generally affecting the sector in which MMH operates and changes in accounting policies. The excluded events are designed to reduce the likelihood of the MAC condition being triggered.

- If the voting thresholds are not achieved at the Scheme Meeting, the Consortium could theoretically elect to increase the price it is prepared to pay for MMH. In this situation any price increase would require a revised scheme of arrangement proposal and the timetable extended to facilitate a further meeting of shareholders to consider the revised scheme. There is no certainty in those circumstances that a revised proposal would be tabled.
- The use of a scheme of arrangement mechanism provides the acquirer with certainty that once the MMH Board approved SIA has been entered into, if the resolutions are passed and the Court orders approved, all other conditions are satisfied or waived (to the extent capable of waiver) and the SIA is not otherwise terminated, it will secure 100% of the shares on issue. The Consortium has demonstrated a desire to own 100% of MMH. While the scheme of arrangement structure is likely to be preferred by the Consortium by virtue of process certainty and fitting with the NRC approval requirements, it may elect to launch a conventional takeover offer under the Code if the Scheme is not successful.
- MMH shareholders who choose not to vote in favour of the Scheme may have decided they want to retain their investment in MMH for the longer term or may be expecting that the Consortium or another bidder may make another offer or transaction proposal at a higher price. There is no certainty regarding the ongoing performance of MMH or that a subsequent offer or scheme proposal from the Consortium or another bidder will be forthcoming if the Scheme is rejected by MMH's shareholders. The risks and benefits associated with an investment in MMH are outlined below. Shareholders should note that if the Scheme is implemented, the Consortium will acquire all of the MMH shares, including the shares of those shareholders who voted against the Scheme.

7.6 Consequences if the Scheme is rejected

If the Scheme is rejected by MMH's shareholders MMH will remain as a listed company with no shares acquired by the Consortium as a consequence of the Scheme. In respect of the status quo scenario:

- A consideration for MMH's shareholders is whether an investment in MMH will yield a higher value outcome in time than the Scheme. MMH has a number of strengths and weaknesses, several of which have been outlined in section 6 this report.
- Any decision to reject the Scheme may result in a reversal of some or all of the share price appreciation that followed the announcement of the Scheme.
- As with any equity investment there are risks associated with the market in which MMH operates. The risks associated with an investment in MMH include the following:
 - To date, the Government has not made a commitment to build the Rail Spur between Oakleigh and Marsden Point. The Rail Spur is a large capital project which will face competing capital demands within KiwiRail and the Government. If the Rail Spur is not built, then this will limit the incremental container volumes through Northport and the economic viability of the Berth Extension.
 - Northport generates the majority of its earnings from the forestry sector through the export of logs. Log availability forecasts show a decreasing trend in harvesting until 2032, at which point volumes are forecast to gradually increase. If harvested log volumes are lower than forecast or more logs are used for supply of timber for the domestic market (or a combination) then this would reduce Northport's earnings. If harvested volumes are higher than forecast or domestic consumption is lower, then this would result in higher earnings for Northport compared to its forecast.
 - MMH holds significant land for development. Demand for this land may be less than anticipated and MMH may not be able to earn the targeted returns. The land holdings are substantial when



compared to current demand. If the Rail Spur and Berth extension do not proceed then this would likely result in lower demand for land for development.

- Under the current ownership structure MMH does not have direct access to the Northport cash flows. If Northport decided to reduce or stop paying dividends then this would limit the cash flows of MMH and its ability to pay dividends to its shareholders. This may reduce the attractiveness of MMH as an investment to investors seeking regular dividend income.

7.7 Likelihood of alternative offers

- Grant Samuel understands that MMH employed financial advisers after following the receipt of the indicative non-binding proposal in August 2024 and that MMH's advisers did not engage with the wider market to run a divestment process.
- In any event, MMH is subject to an exclusivity period with the Consortium until:
 - the end date being 30 September 2025 (unless extended in accordance with the SIA or by agreement between the Consortium and MMH); or
 - the Scheme is terminated or implemented; or
 - a superior competing proposal is received and accepted by MMH's Directors.
- The Scheme between the Consortium and MMH provides a typical exclusivity framework in favour of the Consortium. Under this framework, MMH is prohibited from engaging in any competing proposals unless the MMH Board has, after taking external advice, determined that the competing proposal is or is reasonably likely to become a superior proposal. Furthermore, the Consortium must be notified of any competing proposal and must be offered the opportunity to submit a counter proposal. If the Consortium does make a revised proposal as a consequence of this process, then MMH and the Consortium must use reasonable endeavours to enter into documentation to give effect to and implement the revised Consortium proposal. In these circumstances MMH must also procure that the MMH Directors recommend the revised proposal to shareholders. If the Consortium does not make a counter-proposal or the MMH Board determines the Consortium's revised proposal is less favourable to shareholders, the matching right will end in respect of that competing proposal. Conceptually in those circumstances, the MMH Board would be recommending the competing proposal to shareholders.
- The more time that elapses from the announcement of the Scheme, the less likely a competing proposal will emerge as MMH can only provide access to due diligence information to bona fide proposals that have not been encouraged, solicited or invited, and that are reasonably capable of becoming superior to the Scheme. In this regard, Grant Samuel notes that MMH has advised that, as at the date of this report, there are no current alternative proposals.
- NRC owns 53.6% of the shares on issue in MMH and therefore it does have the ability to block another potential bidder who is likely to want to acquire 100% of the Company.
- Any competing proposal, whilst unlikely given the advanced state of the Scheme, may come by way of a traditional takeover offer with potentially lower acceptance thresholds, or a partial offer for less than 100% of the shares.

7.8 Voting for or against the Scheme

Voting for or against the Scheme is a matter for individual shareholders based on their own view as to value and future market conditions, risk profile, liquidity preference, portfolio strategy, tax position and other factors. In particular, taxation consequences will vary widely across shareholders. Shareholders will need to consider these consequences and, if appropriate, consult their own professional adviser(s).

GRANT SAMUEL & ASSOCIATES LIMITED

28 APRIL 2025





APPENDIX A – NORTHPORT FORECAST ASSUMPTIONS

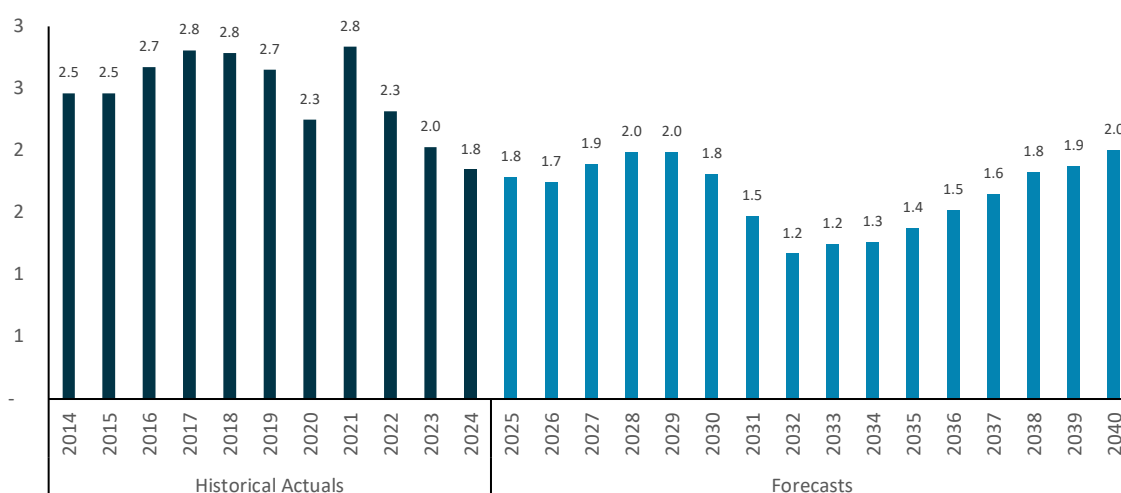
The BAU and Berth Extension Models contain the following key assumptions:

BAU Model

The BAU Model was developed by Northport management in October 2024. The key assumptions are outlined below:

- **Log volumes** forecasts are based on estimates by an independent forestry consultant conducted in 2022 and based on an assessment of the available resource in the Northland region. The forecasts have been updated by management based on actual volumes between 2022 and 2025. Log volumes are forecast reach a low of 1.168 in FY32 and increase to a level of 2.0m JAS by FY40. The following chart shows actual historical log volumes between FY14 and FY24 and forecast log volumes between FY25 and FY40:

HISTORICAL AND FORECAST LOG VOLUMES (JAS MILLIONS)



- **Woodchip shipments** are forecast to remain at four vessels per year. Volumes are forecast at 150,000 tonnes p.a. between FY27 to FY40. Volumes in FY26 are forecast at 174,000 tonnes.
- **Coal shipments** are forecast to move to a 2 ship / 3 year cycle as GBC substitutes coal with other products such as sawmill residuals and tyres. Coal shipments are forecast to cease from FY34 onwards.
- **Animal feed imports** are forecast at 154,500 tonnes p.a. between FY26 to FY29, increasing to 180,000 tonnes p.a. between FY30 to FY40.
- **Other break bulk cargo** volumes are forecast to remain static during the forecast period to FY40.
- **Coastal containers** are forecast to remain as a weekly service provided by Pacifica. Seasonal calls for kiwifruit and other crops are projected to continue with 60 full and 60 empty containers per call until FY29, growing to 72 and then 84 per call in FY35.
- **International containers.** Ad hoc international containers calls are forecasted to commence in FY29, then moves to a monthly call in FY33 and a fortnightly call in FY37.
- **Tariffs** are forecast to increase by 3% p.a. between FY26 and FY29 and reduce to 2% p.a. between FY30 to FY40.
- **Total operating expenses** are forecast to increase at a compound annual growth rate of 2.8% p.a. over the forecast period to FY40. Individual expense categories have been modelled using different forecast approaches and the average rate of 2.8% p.a. reflects the implied rate after totalling all expenses.



- **Capital expenditure** includes a \$10 million provision for site development (pavement and lighting) in FY33, three new mobile harbour cranes in FY34, FY37 and FY40 at a cost of \$12 million each. The new cranes in FY34 and FY40 are replacements for the existing cranes at the end of their estimated useful lives, while the crane purchased in FY37 is an additional crane to handle the increased container volumes. Average capital expenditure over the period to FY40 is approximately \$6.4 million p.a.

Berth Extension Model

- Capital expenditure of approximately \$74 million.
- A build period of 24-30 months followed by a progressive ramp up of container volumes over the following ~8 years to reach incremental volumes of approximately 150,000 TEU and total container volumes (assuming the development of the Rail Spur) of approximately 200,000 TEU. The growth in TEU volume is forecast to be driven by:
 - an additional container line initially calling on a fortnightly basis then once every 10 days and then on a weekly basis from year 9;
 - another international container line is forecast to call on a monthly basis from year 8, then moves to a fortnightly basis in year 10 and a weekly service from year 12.
 - containers are assumed to be trucked out of the port either to Auckland directly or to Kiwirail's depot in Whangarei until such time that the Rail Spur is built.
- Rates are based on FY25 rates and inflated a 3% p.a. between Years 1 and 3 and at and 2.0% p.a. between Years 4 and 15.

General Assumptions

- Corporate tax of 28%.



APPENDIX B - QUALIFICATIONS, DECLARATIONS AND CONSENTS

1. *Qualifications*

The Grant Samuel group of companies provides corporate advisory services in relation to mergers and acquisitions, capital raisings, corporate restructuring and financial matters generally. One of the primary activities of Grant Samuel is the preparation of corporate and business valuations and the provision of independent advice and expert's reports in connection with mergers and acquisitions, takeovers and capital reconstructions. Since inception in 1988, Grant Samuel and its related companies have prepared more than 400 public expert and appraisal reports.

The persons responsible for preparing this report on behalf of Grant Samuel are Michael Lorimer, BCA, Christopher Smith, BCom, PGDipFin, MAppFin and Jake Sheehan, BCom (Hons). Each has a significant number of years of experience in relevant corporate advisory matters.

2. *Limitations and Reliance on Information*

Grant Samuel's opinion is based on economic, market and other conditions prevailing at the date of this report. Such conditions can change significantly over relatively short periods of time. The report is based upon financial and other information provided by the directors, management and advisers of MMH. Grant Samuel has considered and relied upon this information. Grant Samuel believes that the information provided was reliable, complete and not misleading and has no reason to believe that any material facts have been withheld.

The information provided has been evaluated through analysis, enquiry, and review for the purposes of forming an opinion as to the underlying value of MMH. However, in such assignments time is limited and Grant Samuel does not warrant that these inquiries have identified or verified all of the matters which an audit, extensive examination or "due diligence" investigation might disclose.

In any event, an analysis of the merits of the Scheme is in the nature of an overall opinion rather than an audit or detailed investigation. In addition, preparation of this report does not imply that Grant Samuel has audited in any way the management accounts or other records of MMH. It is understood that, where appropriate, the accounting information provided to Grant Samuel was prepared in accordance with generally accepted accounting practice and in a manner consistent with methods of accounting used in previous years.

An important part of the information base used in forming an opinion of the kind expressed in this report is the opinions and judgement of the management of the relevant enterprise. That information was also evaluated through analysis, enquiry and review to the extent practicable. However, it must be recognised that such information is not always capable of external verification or validation.

The information provided to Grant Samuel included projections of future revenues, expenditures, profits and cash flows of MMH prepared by the management of MMH. Grant Samuel has used these projections for the purpose of its analysis. Grant Samuel has assumed that these projections were prepared accurately, fairly and honestly based on information available to management at the time and within the practical constraints and limitations of such projections. It is assumed that the projections do not reflect any material bias, either positive or negative. Grant Samuel has no reason to believe otherwise.

However, Grant Samuel in no way guarantees or otherwise warrants the achievability of the projections of future profits and cash flows for MMH. Projections are inherently uncertain. Projections are predictions of future events that cannot be assured and are necessarily based on assumptions, many of which are beyond the control of management. The actual future results may be significantly more or less favourable.

To the extent that there are legal issues relating to assets, properties, or business interests or issues relating to compliance with applicable laws, regulations, and policies, Grant Samuel assumes no responsibility and



offers no legal opinion or interpretation on any issue. In forming its opinion, Grant Samuel has assumed, except as specifically advised to it, that:

- the title to all such assets, properties, or business interests purportedly owned by MMH is good and marketable in all material respects, and there are no material adverse interests, encumbrances, engineering, environmental, zoning, planning or related issues associated with these interests, and that the subject assets, properties, or business interests are free and clear of any and all material liens, encumbrances or encroachments;
- there is compliance in all material respects with all applicable national and local regulations and laws, as well as the policies of all applicable regulators other than as publicly disclosed, and that all required licences, rights, consents, or legislative or administrative authorities from any government, private entity, regulatory agency or organisation have been or can be obtained or renewed for the operation of the business of MMH, other than as publicly disclosed;
- various contracts in place and their respective contractual terms will continue and will not be materially and adversely influenced by potential changes in control; and
- there are no material legal proceedings regarding the business, assets or affairs of MMH, other than as publicly disclosed.

3. Disclaimers

It is not intended that this report should be used or relied upon for any purpose other than as an expression of Grant Samuel's opinion as to the merits of the Scheme. Grant Samuel expressly disclaims any liability to any MMH security holder who relies or purports to rely on the report for any other purpose and to any other party who relies or purports to rely on the report for any purpose whatsoever.

This report has been prepared by Grant Samuel with care and diligence and the statements and opinions given by Grant Samuel in this report are given in good faith and in the belief on reasonable grounds that such statements and opinions are correct and not misleading. However, no responsibility is accepted by Grant Samuel or any of its officers or employees to the extent allowed by law for errors or omissions however arising in the preparation of this report, provided that this shall not absolve Grant Samuel from liability arising from an opinion expressed recklessly or in bad faith.

Grant Samuel has had no involvement in the preparation of the Scheme Booklet issued by MMH and has not verified or approved any of the contents of the Scheme Booklet. Grant Samuel does not accept any responsibility for the contents of the Scheme Booklet (except for this report).

4. Independence

Grant Samuel and its related entities do not have any shareholding in or other relationship or conflict of interest with MMH or MMH that could affect its ability to provide an unbiased opinion in relation to the Scheme. Grant Samuel had no part in the formulation of the Scheme. Its only role has been the preparation of this report. Grant Samuel will receive a fixed fee for the preparation of this report. This fee is not contingent on the outcome of the Scheme. Grant Samuel will receive no other benefit for the preparation of this report. Grant Samuel considers itself to be independent for the purposes of the Code.

5. Information

Grant Samuel has obtained all the information that it believes is desirable for the purposes of preparing this report, including all relevant information which is or should have been known to any Director of MMH and made available to the Directors. Grant Samuel confirms that in its opinion the information provided by MMH and contained within this report is sufficient to enable MMH security holders to understand all relevant factors and make an informed decision in respect of the Scheme. The following information was used and relied upon in preparing this report:



5.1 Publicly Available Information

- Scheme Implementation Agreement between the Consortium and MMH dated 25 February 2025;
- MMH's Annual Reports for the financial years ended 30 June 2022 to 2024;
- Historical NZX announcements by MMH;
- MMH and Northport Public Consultation document dated 26 February 2025; and
- Broker research, industry reports and press articles.

5.2 Non Public Information

MMH

- Board Minutes;
- Strategy documents including business case for the Cool store project;
- Management accounts for FY22 to FY26F;
- FY25 Forecasts;
- Correspondence to and from the Consortium including the NBIO documents; and
- Financing documentation.

Northport

- Management accounts for FY24 and FY25;
- Annual reports for FY22 to FY24;
- Berth Extension Model;
- BAU Model; and
- Wood Availability Forecast.

North Tugz

- Management accounts for FY22 to FY25;
- Annual reports for FY22 to FY24;
- FY25 Budget; and
- Key contract documents.

6. Declarations

MMH has agreed that it will indemnify Grant Samuel and its employees and officers in respect of any liability suffered or incurred as a result of or in connection with the preparation of the report. This indemnity will not apply in respect of the proportion of any liability found by a Court to be primarily caused by any conduct involving gross negligence or wilful misconduct by Grant Samuel. MMH has also agreed to indemnify Grant Samuel and its employees and officers for time spent and reasonable legal costs and expenses incurred in relation to any inquiry or proceeding initiated by any person. Where Grant Samuel or its employees and officers are found to have been grossly negligent or engaged in wilful misconduct Grant Samuel shall bear the proportion of such costs caused by its action. Any claims by MMH are limited to an amount equal to the fees paid to Grant Samuel.

Advance drafts of this report were provided to the directors and executive management of MMH. Certain changes were made to the drafting of the report as a result of the circulation of the draft report. There was no alteration to the methodology, evaluation or conclusions as a result of issuing the drafts.



7. *Consents*

Grant Samuel consents to the issuing of this report in the form and context in which it is to be included in the Scheme Booklet to be sent to security holders of MMH. Neither the whole nor any part of this report nor any reference thereto may be included in any other document without the prior written consent of Grant Samuel as to the form and context in which it appears.



APPENDIX C – COMPARABLE TRANSACTIONS

Ports – New Zealand and Australia

Lyttleton Port Company / Christchurch City Holdings

On 6 August 2024, Christchurch City Holdings Limited (**CCHL**), a wholly owned investment arm of the Christchurch City Council, submitted a takeover notice setting out of its intention to make a takeover offer for the 20.4% of shares in Lyttleton Port Company Limited (**LPC**) that it did not already own. LPC operates the port of Lyttleton, New Zealand's third largest port and the biggest port in the South Island. The total consideration under the offer was \$4.15 per share comprising \$3.95 per share in cash plus a \$0.20 per share special dividend. The second largest shareholder, Port Otago Limited, with a 15.5% interest entered into a conditional agreement to sell its shares in CCHL. The Canterbury earthquakes of 2010 and 2011 significantly damaged the physical infrastructure at Lyttleton and reduced LPC's ability to operate efficiently. Emergency repairs were undertaken but in June 2014 the New Zealand Government announced a process to fast-track development of the port so that LPC could continue to support the recovery of the Canterbury economy.

Port of Portland / Palisade Ports Pty Limited

In May 2012, Australian Infrastructure Fund announced the sale of its 50% interest in Port of Portland to Palisade Ports Pty Limited for A\$66.5 million. The remaining 50% of Port of Portland was owned by another infrastructure fund, Utilities Trust of Australia. Port of Portland is a deep-water seaport located in Portland in south western Victoria. It handles diversified bulk commodities including mineral sands, forestry products (primarily woodchips), aluminum, grain, fertilizer and livestock with throughput in the year ended 30 June 2011 of approximately 8 million tonnes. As the transaction relates to a non-controlling 50% interest, it is not clear if the price paid reflects a full control value.

Adelaide Container Terminal / Flinders Port Group

On 2 July 2012, Flinders Port Group announced the acquisition of 60% of the shares in Adelaide Container Terminal Pty Ltd from DP World for A\$236 million. Adelaide Container Terminal is South Australia's only container terminal located at the Outer Harbour of Adelaide's north-west and handles 260,000 containers per year. Flinders Port is the private operator of Port Adelaide and six other South Australian ports. It had acquired a 40% interest in Adelaide Container Terminals in 2009. The acquisition was triggered by a change of control event for DP World and it is not clear if the price paid reflects a full control value.

Port of Geelong / RREEF Infrastructure

On 21 February 2012, The Australian Infrastructure Fund (**AIX**) which is managed by Hastings Funds Management, sold its 35% stake in Port of Geelong, Victoria's largest regional port, to RREEF Infrastructure and Asciano, the port's operator. The deal was part of AIX's strategy of divesting non-core assets as it sought to refocus its portfolio solely on airports which made up 96% of its portfolio by asset value. The deal netted A\$24.9m in cash for the 35% implying an equity value of A\$71.1 million. RREEF Infrastructure had been a shareholder in Port of Geelong since 1996 and its shareholding moved up to 50% as a result of the transaction. RREEF disclosed that it was making the purchase on behalf of one of its major Australian institutional clients.

DP World Australia / Citi Infrastructure Investors

DP World Australia Limited operates five marine container terminals in Brisbane, Sydney, Melbourne, Adelaide and Fremantle with an aggregate capacity to handle in excess of 3.5 million TEU per annum representing approximately 50% of the total Australian container market. On 22 December 2010, Citi Infrastructure Investors (**Citi**) and one of Citi's major investors agreed to acquire a 75% stake in DP World Australia and entered into a long term agreement to provide management services to the company. At the time of the transaction, DP World was under some financial stress with the consideration from this transaction used to repay debt. DP World announced that the transaction implied an EBITDA multiple of 18.9 times for the year ended December 2009 having regard to the proportional ownership interest for each of the ports. Brokers indicated that DP World provided guidance that the transaction implied forecast



EBITDA multiples of 12.7 times for 2010 and 11.5 times for 2011. As the transaction was announced on 22 December 2010 and completed in March 2011 the implied multiples for 2010 have been treated as historical.

Dalrymple Bay Coal Terminal / Brookfield Asset Management

Dalrymple Bay Coal Terminal (**DBCT**) is a coal port facility that exports primarily metallurgical, and some thermal coal mined in the Bowen Basin region in Queensland. It was established in 1983 by the Queensland Government as a common user coal export facility. In 2001, Babcock & Brown Infrastructure (**BBi**) was awarded a long-term lease for DBCT (50 year term with a 49 year renewal option) and it remains a regulated asset. In October 2009, as part of the recapitalisation of BBI, Brookfield Asset Management Inc subscribed for A\$295m of convertible notes and other agreements representing a 49.9% economic interest in DBCT. The implied multiples for this transaction are sourced from the independent expert's report dated 24 September 2010 in relation to the proposal from Brookfield Infrastructure Partners LP to acquire Prime Infrastructure (the renamed BBI).

Ports – International

Port of Haifa / Adani Ports

On 14 July 2022, Gadot Chemical Tankers and Terminals Ltd (**Gadot**) and Adani Ports and Special Economic Zone (**Adani Ports**) agreed to acquire Haifa Port Company Limited from the Israel Government for NIS 4.1 billion (equivalent to US\$1.18 billion or \$NZ1.88 billion). The concession period to operate the Haifa Port remains up to 2054 (i.e. 30 years remaining in the concession at the time of the transaction). Adani Ports operates and maintains port infrastructure facilities in India and internationally. Gadot provides shipping and logistics services in Israel, Europe and internationally. Located in northern Israel, Haifa is the second largest commercial port in Israel. It handles approximately half of Israel's container cargo and is also a principal port for passenger traffic and cruise ships. The infrastructure includes two container terminals and two multi-cargo terminals. Adani Ports and Gadot will hold 70% and 30% shareholders respectively. The implied multiples which are at the lower end of the transaction evidence at 8 times historic EBITDA and 11.4 times historic EBIT likely reflect the 30 year concession term.

Gangavaram Port / Adani Ports

On 23 March 2021, Adani Ports, acquired a 58.1% shareholding in Gangavaram Port Limited (**GPL**) for Rs. 3,604 Crore (equivalent to approximately NZ\$720 million). Adani Ports had previously acquired the 31.5% stake in GPL owned by Warburg Pincus in March 2021, and together with the acquisition would have a 89.6% stake. GPL is located in the northern part of Andhra Pradesh next to Vizag Port. It is the second largest non-major port in Andhra Pradesh with a 64 MMT capacity established under concession from the local Government that runs to 2059 (i.e. ~38 year concession period remaining at the date of the transaction). GPL operates 9 berths and has freehold land of ~1,800 acres. With a master plan capacity of 250 MMT with 31 berths, GPL has sufficient headroom to support future growth. GPL handles a diverse mix of dry and bulk commodities including coal, iron ore, fertilizer, limestone, bauxite, sugar, alumina and steel. In FY20 GPL had a cargo volume of 34.5 MMT, revenue of Rs 1,082 Cr, EBITDA of Rs 634 Cr (59% EBITDA margin) and a cash balance of Rs 500 Cr. The transaction implies an EBITDA multiple of 8.9 times.

Xinghua Port / Zhuhai Port

On 29 July 2020, Zhuhai Port (Hong Kong) Co Ltd made an offer to acquire Xinghua Port Holdings Ltd from shareholders for HKD 2.1 billion. Xinghua Port owns and operates two multi-purpose ports in China in Changshu City and in the Jiangsu province. Zhuhai Port Group is engaged in port and shipping management, logistics and supply chain management and related activities in China. It directly or indirectly manages 6 ports as at 31 December with total cargo throughput of over 30 million tonnes. The transaction implied multiples of 10.3 times historic EBITDA and 13.6 times historical EBIT.



Libra Rio / International Container Terminal Services

On 17 July 2019, International Container Terminal Services Inc (**ICTSI**), was declared the winning bidder to acquire Libra Terminal Rio S.A. (**Libra Rio**). Libra Rio holds the concession rights to operate, manage and develop the container terminal, T1Rio, in the port of Rio de Janeiro, Brazil. The concession lasts until 2048 (i.e. remaining term of ~29 years at the date of the transaction). In 2018, T1Rio had a throughput of approximately 135,000 TEUs and an estimated capacity of 530,000 TEUs. The purchase implied multiples of 13.2 times historic EBITDA and 20 times historic EBIT.

Pulogsa / DP World

On 13 January 2019, DP World announced that it had agreed to acquire a 71.3% stake in Puertos y Logística (**Pulogsa**). Pulogsa operates a long term concession from Puerto Central (**PCE**) in San Antonio in Chile's Central Region and owns and operates Puerto Lirquen (**PLQ**) in Chile's Southern Region. PCE is a multi-purpose terminal which is a gateway to capital city Santiago. It is one of the largest container ports with over 1 million TEU capacity. PLQ is a multipurpose terminal incorporating long term maritime concessions with freehold land ownership, which handles containers, break-bulk and dry bulk. The transaction implied multiples of 14.8 times historic EBITDA and 36 times historic EBIT.

Mersin Port / IFM International Infrastructure Fund

On 1 August 2017, IFM International Infrastructure Fund agreed to acquire a 40% stake in Mersin Uluslararası Liman İşletmeciliği A.Ş. (**Mersin Port**) for approximately US\$870 million. Mersin Port operates a multi-purpose port terminal in Turkey and is Turkey's largest container port. IFM is a global infrastructure investor. Its other port investments include NSW Ports (under a 99 year lease), Port of Brisbane in Australia, the Baltic Hub Container Terminal in Poland and GCT Global Container Terminals in Canada. The purchase price implied enterprise value multiples of 13.7 times historic EBITDA and 17.8 times historic EBIT. Mersin Port's concession period runs to 2043 (i.e. ~36 years remaining at the time of the transaction).

Portonave / Terminal Investment

On 19 June 2017, Terminal Investment Limited Sarl entered into an agreement to acquire the remaining 50% stake in Portonave S.A. for BRL 1.3 billion. Portonave engages in the operation and management of a port terminal in Brazil. Portonave is one of the most efficient port terminals in Brazil. It is a river port located in the state of Santa Catarina. Key exports for the port include frozen poultry, pork, wood products and textiles. Portonave operates under a concession. The concession period is not disclosed but most port concessions in Brazil typically run for between 25 to 35 years. The purchase price implied multiples of 8.5 times historic EBITDA and 12.6 times EBIT.

Integrax / Tenaga

On 9 January 2015, Tenaga Nasional Berhad (**Tenaga**) made a conditional takeover offer for Integrax Bhd (**Integrax**) to acquire the remaining 77.88% that it did not already own for MYR 2.75 cash per share. The offer was rejected but on 25 February 2015 Tenaga increased its offer to MYR 3.25 cash per share. Integrax owns and operates port facilities in Malaysia and holds an investment in an industrial property business. Its port facilities include the Lekir Bulk Terminal for dry bulk and the Lumut Maritime Terminal for dry and liquid bulk, break bulk and containers. In 2013 Integrax handled 10.9 MT of cargo including 10 MT of dry bulk cargo. Lumut Maritime Terminal is the sole provider of coal handling and delivery services for Tenaga's Janamanjung power plant and Integrax owns 40 hectares of land near the power plant which can be used for future expansion which may explain the relatively high multiples implied by this transaction.



NCC Group / Global Port Investments

On 2 September 2013, Global Port Investments plc announced that it had entered into an agreement to acquire NCC Group Limited for approximately US\$1.57 billion in cash and new shares (equating to 18% of the enlarged Global Ports share capital). NCC is the second largest container terminal operator in Russia with terminals in St Petersburg port and Ust-Luga port as well as an inland container terminal located in St Petersburg. The acquisition strengthened Global Port's position in the Russian container market and provided operational efficiencies through improved terminal network, reduction in overhead costs and centralisation of support functions. The multiples implied by this transaction reflect NCC Group earnings for the year ended 31 December 2012 and include earnings from a 50% joint venture relating to the newly developed container terminal at Ust-Luga which is in a start-up phase.

Port Services - International

Svitzer Group A/S / Apmh Invest A/S

On 2 April 2025 Svitzer Group announced that A.P.Møller Holding through APMH Invest A/S had made a cash offer to acquire the remaining 53% of shares in Svitzer Group A/S that it did not already own. The transaction valued Svitzer at an enterprise value of approximately DKK 12.65 billion (equivalent to approximately NZ\$3.2 billion) and implied multiples of 6.4 times forecast EBITDA and 12.1 times forecast EBIT (based on the average of broker forecasts). Svitzer is a leading global port and terminal infrastructure provider serving approximately 2,000 customers in 141 ports and 40 terminals across 37 countries through a fleet of 456 vessels.

MMA Offshore / Cyan Renewables

On 24 March 2024, Cyan Renewables Pte. Ltd. (**Cyan**) entered a binding Scheme Implementation Deed to acquire MMA Offshore Limited (MMA) for AUD 1 billion. On June 20, 2024, Cyan increased the Scheme Consideration by 10 cents per share to a total of AUD 2.7 cash per share. The Directors of MMA unanimously recommend that MMA shareholders voted in favour of the Scheme. MMA provides vessels, and marine and subsea services to the offshore energy, renewables, and wider maritime industries in Australia and internationally. It operates through Vessel Services, Subsea Services, and Project Logistics segments. The purchase price implied enterprise value multiples of 6.9 times forecast EBITDA and 10.3 times forecast EBITDA.

Miclyn Express / CHAMP

On 5 September 2013, SEA6 Limited and CHAMP Private Equity made a conditional, indicative, non-binding proposal to acquire the remaining 24.8% stake in Miclyn Express Offshore Limited (**Miclyn**) for approximately AUD 150 million. CHAMP (now known as CPE Capital) is a private equity and venture capital firm based in Australia. Miclyn owns, charters, and markets offshore support vessels, crew/utility vessels, tugs, barges, and coastal survey vessels primarily in Asia, Australia, and the Middle East. The purchase price implied enterprise value multiples of 7.1 times forecast EBITDA and 10.1 times historical EBITDA.

NOR Offshore / Solstad Offshore

On April 6 2011, Solstad Offshore ASA (**Solstad**) agreed to acquire remaining 40.9% stake in NOR Offshore Limited (**NOR Offshore**) for US\$41.9 million. The consideration includes a cash payment of \$16.6 million and issue of 1.08 million shares of Solstad Offshore. NOR Offshore provides marine support services to primarily to the oil and gas industry. Its services include anchor handling and towing; loading, transport, and discharge of supplies; field and maintenance support; stand by rescue and fire-fighting; and remotely operated vehicle support services. For the year ended 2010, NOR Offshore reported revenues of \$83.1 million, EBITDA of \$19.4 million and EBIT of \$13.2 million. The purchase price implied historical multiples of 5.1 times EBITDA and 7.8 times EBIT.

Smit Internationale / Royal Boskalis

On 12 November 2009, Royal Boskalis Westminster NV (**Royal Boskalis**) signed an agreement to acquire the remaining 74.9% stake in Smit Internationale NV for approximately EUR 830 million. Smit Internationale provides towage and salvage services to shipping companies, LNG tankers, insurers and governments. The purchase price implied enterprise value multiples of 6.7 times historical EBITDA and 7.8 times forecast EBITDA. Royal Boskalis provides dredging, offshore energy, marine salvage and wreck removal services. At



the time of the transaction Royal Boskalis was the world's largest dredger and Smit Internationale was one of the world's largest marine salvage firms.



APPENDIX D – COMPARABLE COMPANIES

New Zealand port companies:

Port of Tauranga

POT is New Zealand's largest port and the only port able to accommodate the largest container vessels that visit New Zealand. POT handles approximately one third of all New Zealand cargo, nearly 40% of exports and nearly 40% of all shipping containers. POT's investments include a 50% shareholding in Northport, a 50% shareholding in freight logistics group Kotahi, and a 50% shareholding in the Ruakura Inland Port. For its financial year ended 30 June 2024, POT generated EBITDA of approximately \$199m on revenues of \$417m. Of its revenues, approximately 60% came from container terminal services, 17% from multi-cargo services, 12% from marine services and the remaining 10% from rental income. POT trades at high multiples relative to other port companies in Australasia.

South Port

South Port is the southernmost commercial port in New Zealand, located at Bluff. The port of Bluff has been operating since 1877 while South Port was formed in 1988 having taken over the port from the Southland Harbour Board. Southport listed on the NZX in 1994 and has Environment Southland, the region's local government environmental agency, as its 66% shareholder. South Port operates an off-port intermodal freight centre in Invercargill at the KiwiRail site. South Port employs approximately 130 permanent staff. For its financial year ended 30 June 2024, South Port generated EBITDA of \$21.3m on revenues of \$56.1m. During FY24 South Port handled 242,000 tonnes of break bulk cargo with approximately 62% relating to imports and 38% relating to exports. The New Zealand Aluminium Smelter (NZAS) represented approximately 38% of break bulk cargo during FY24 (largely imports). Forestry represented 29% of break bulk volume in FY24 (all exports). South Port handled 540,500 tonnes of containers in FY24 with 83% relating to exports and 17% relating to imports. Agriculture represented ~41% of total container volume, followed by NZAS at ~24%, forestry at ~8% and all other products at 27%. Southport is not covered by any research brokers. It is trading at a multiple of 9.2 times historical EBITDA.

Napier Port

Napier Port is a gateway for exports for the central and lower North Island employing over 300 people. Napier Port has 6 wharves with 2,100 metres of berth space. In FY24, Napier Port generated 56% of its revenue from container services, 35% from bulk cargo, 6% from cruises and 3% from other sources. The split by weight of cargo was 83% export and 17% import. The key export are logs which represented 69% of export volumes with the remaining 31% across wood pulp, pipfruit, timber, meat and fresh produce. Key imports include fertiliser and oil products which together represented 62% of imports (by weight). Napier Port generated EBITDA (including insurance income) of \$60m on revenues of \$141m in FY24. Napier Port is trading at a forecast EBITDA multiple of 10.7 times.

Australian port companies

Dalrymple Bay Infrastructure

DBI was listed on the ASX in 2020 and is the current lessee of Dalrymple Bay Coal Terminal (DBCT) through a 50-year lease (including subsequent 49-year option). DBCT is located at the Port of Hay Point on the Central Queensland Coast. DBCT is the world's largest metallurgical coal (used in the production of steel) export facility and is owned by the Queensland State Government. DBCT commenced operations in 1983 and has been in operation since, growing from its original capacity of 14.55Mtpa in 1983 to its current capacity of 84.2Mtpa, with tentative plans to expand further to 99.1Mtpa. Metallurgical coal processed through DBCT accounts for approximately 15% of global metallurgical coal exports. DBI has signed a memorandum of understanding with multiple partners to study the potential for a green hydrogen production, storage, and export facility at the terminal. DBI is trading at a forecast EBITDA multiple of 13.9 times.

***Qube Holdings Limited***

Qube is a national provider of logistics and transport services to Australian import- export supply chains. It has two operating segments: 1) Operating Division, comprised of Logistics, which provides transport and services of import and export containers and the Moorebank IMEX and Interstate terminals, as well as Ports and Bulk, which transports automotive, bulk, and general cargo, and 2) a 50% share in Patrick, a stevedore with operations at the four largest container terminal ports in Australia. Qube is trading at a forecast EBITDA multiple of 13.7 times.



APPENDIX E – VALUATION METHODOLOGY DESCRIPTIONS

Capitalisation of Earnings

Capitalisation of earnings or cash flows is most appropriate for businesses with a substantial operating history and a consistent earnings trend that is sufficiently stable to be indicative of ongoing earnings potential. This methodology is not particularly suitable for start-up businesses, businesses with an erratic earnings pattern or businesses that have unusual expenditure requirements. This methodology involves capitalising the earnings or cash flows of a business at a multiple that reflects the risks of the business and the stream of income that it generates. These multiples can be applied to a number of different earnings or cash flow measures including EBITDA, EBITA, EBIT or net profit after tax. These are referred to respectively as EBITDA multiples, EBITA multiples, EBIT multiples and price earnings multiples. Price earnings multiples are commonly used in the context of the share market. EBITDA, EBITA and EBIT multiples are more commonly used in valuing whole businesses for acquisition purposes where gearing is in the control of the acquirer.

Where an ongoing business with relatively stable and predictable earnings is being valued Grant Samuel uses capitalised earnings or operating cash flows as a primary reference point. Application of this valuation methodology involves:

- estimation of earnings or cash flow levels that a purchaser would utilise for valuation purposes having regard to historical and forecast operating results, non-recurring items of income and expenditure and known factors likely to impact on operating performance; and
- consideration of an appropriate capitalisation multiple having regard to the market rating of comparable businesses, the extent and nature of competition, the time period of earnings used, the quality of earnings, growth prospects and relative business risk.

The choice between the parameters is usually not critical and should give a similar result. All are commonly used in the valuation of industrial businesses. EBITDA can be preferable if depreciation or non-cash charges distort earnings or make comparisons between companies difficult, but care needs to be exercised to ensure that proper account is taken of factors such as the level of capital expenditure needed for the business and whether or not any amortisation costs also relate to ongoing cash costs. EBITA avoids the distortions of intangible amortisation. EBIT can better adjust for differences in relative capital intensity.

Determination of the appropriate earnings multiple is usually the most judgemental element of a valuation. Definitive or even indicative offers for a particular asset or business can provide the most reliable support for selection of an appropriate earnings multiple. In the absence of meaningful offers, it is necessary to infer the appropriate multiple from other evidence.

The primary approach used by valuers is to determine the multiple that other buyers have been prepared to pay for similar businesses in the recent past. However, each transaction will be the product of a unique combination of factors, including:

- economic factors (e.g. economic growth, inflation, interest rates) affecting the markets in which the company operates;
- strategic attractions of the business - its particular strengths and weaknesses, market position of the business, strength of competition and barriers to entry;
- rationalisation or synergy benefits available to the acquirer;
- the structural and regulatory framework;
- investment and sharemarket conditions at the time; and
- the number of competing buyers for a business.



A pattern may emerge from transactions involving similar businesses with sales typically taking place at prices corresponding to earnings multiples within a particular range. While averages or medians can be determined it is not appropriate to simply apply such measures to the business being valued. The range will generally reflect the growth prospects and risks of those businesses. Mature, low growth businesses will, in the absence of other factors, attract lower multiples than those businesses with potential for significant growth in earnings. The most important part of valuation is to evaluate the attributes of the specific business being valued and to distinguish it from its peers so as to form a judgement as to where on the spectrum it appropriately belongs.

An alternative approach in valuing businesses is to review the multiples at which shares in listed companies in the same industry sector trade on the sharemarket. This gives an indication of the price levels at which portfolio investors are prepared to invest in these businesses. Share prices reflect trades in small parcels of shares (portfolio interests) rather than whole companies and it is necessary to adjust for this factor. To convert sharemarket data to meaningful information on the valuation of companies as a whole, it is market practice to add a “premium for control” to allow for the premium which is normally paid to obtain control through a takeover offer. This premium is typically in the range 20-35%.

The premium for control paid in takeovers is observable but caution must be exercised in assessing the value of a company or business based on the market rating of comparable companies or businesses. The premium for control is an outcome of the valuation process, not a determinant of value. Premiums are paid for reasons that vary from case to case and may be substantial due to synergy or other benefits available to the acquirer. In other situations premiums may be minimal or even zero. It is inappropriate to apply an average premium of 20-35% without having regard to the circumstances of each case. In some situations there is no premium. There are transactions where no corporate buyer is prepared to pay a price in excess of the prices paid by institutional investors through an initial public offering.

Acquisitions of listed companies in different countries can be analysed for comparative purposes, but it is necessary to give consideration to differences in overall sharemarket levels and ratings between countries, economic factors (economic growth, inflation, interest rates) and market structures (competition etc.) and the regulatory framework. It is not appropriate to adjust multiples in a mechanistic way for differences in interest rates or sharemarket levels.

The analysis of comparable transactions and sharemarket prices for comparable companies will not always lead to an obvious conclusion as to which multiple or range of multiples will apply. There will often be a wide spread of multiples and the application of judgement becomes critical. Moreover, it is necessary to consider the particular attributes of the business being valued and decide whether it warrants a higher or lower multiple than the comparable companies. This assessment is essentially a judgement.

Discounted Cash Flow

Discounting of projected cash flows has a strong theoretical basis. It is the most commonly used method for valuation in a number of industries, and for the valuation of start-up projects where earnings during the first few years can be negative. DCF valuations involve calculating the net present value of projected cash flows. This methodology is able to explicitly capture the effect of a turnaround in the business, the ramp up to maturity or significant changes expected in capital expenditure patterns. The cash flows are discounted using a discount rate, which reflects the risk associated with the cash flow stream. Considerable judgement is required in estimating future cash flows and it is generally necessary to place great reliance on medium to long-term projections prepared by management. The discount rate is also not an observable number and must be inferred from other data (usually only historical). None of this data is particularly reliable so estimates of the discount rate necessarily involve a substantial element of judgment. In addition, even where cash flow forecasts are available the terminal or continuing value is usually a high proportion of value. Accordingly, the multiple used in assessing this terminal value becomes the critical determinant in the valuation (i.e. it is a “de facto” cash flow capitalisation valuation). The net present value is typically extremely sensitive to relatively small changes in underlying assumptions, few of which are capable of being predicted



with accuracy, particularly beyond the first two or three years. The arbitrary assumptions that need to be made and the width of any value range mean the results are often not meaningful or reliable. Notwithstanding these limitations, DCF valuations are commonly used and can at least play a role in providing a check on alternative methodologies, not least because explicit and relatively detailed assumptions need to be made as to the expected future performance of the business operations.

Industry Rules of Thumb

Industry rules of thumb are commonly used in some industries. These are generally used by a valuer as a “cross check” of the result determined by a capitalised earnings valuation or by discounting cash flows, but in some industries rules of thumb can be the primary basis on which buyers determine prices. Grant Samuel is not aware of any commonly used rules of thumb that would be appropriate to value MMH. In any event, it should be recognised that rules of thumb are usually relatively crude and prone to misinterpretation.

Realisation of Assets

Valuations based on an estimate of the aggregate proceeds from an orderly realisation of assets are commonly applied to businesses that are not going concerns. They effectively reflect liquidation values and typically attribute no value to any goodwill associated with ongoing trading. Such an approach is not appropriate in MMH’s case.



APPENDIX F – INTERPRETATION OF MULTIPLES

Earnings multiples are normally benchmarked against two primary sets of reference points:

- the multiples implied by the share prices of listed peer group companies; and
- the multiples implied by the prices paid in acquisitions of other companies in the same industry.

In interpreting and evaluating such data it is necessary to recognise that:

- multiples based on listed company share prices do not include a premium for control and are therefore often (but not always) less than multiples that would apply to acquisitions of controlling interests in similar companies. However, while the premium paid to obtain control in takeovers is observable (typically in the range 20-35%) it is inappropriate to simply add a premium to listed multiples. The premium for control is an outcome of the valuation process, not a determinant of value. Premiums are paid for reasons that vary from case to case and may be substantial due to synergy or other benefits available to the acquirer. In other situations premiums may be minimal or even zero. There are transactions where no corporate buyer is prepared to pay a price in excess of the prices paid by share market investors;
- acquisition multiples from comparable transactions are therefore usually seen as a better guide when valuing 100% of a business but the data tends to be less transparent and information on forecast earnings is often unavailable;
- the analysis will give a range of outcomes from which averages or medians can be determined but it is not appropriate to simply apply such measures to the company being valued. The most important part of valuation is to evaluate the attributes of the specific company being valued and to distinguish it from its peers so as to form a judgement as to where on the spectrum it belongs;
- acquisition multiples are a product of the economic and other circumstances at the time of the transaction. However, each transaction will be the product of a unique combination of factors, including:
 - economic factors (e.g. economic growth, inflation, interest rates) affecting the markets in which the company operates;
 - strategic attractions of the business – its particular strengths and weaknesses, market position of the business, strength of competition and barriers to entry;
 - the company's own performance and growth trajectory;
 - rationalisation or synergy benefits available to the acquirer;
 - the structural and regulatory framework;
 - investment and share market conditions at the time, and
 - the number of competing buyers for a business;
- acquisitions and listed companies in different countries can be analysed for comparative purposes, but it is necessary to give consideration to differences in overall share market levels and rating between countries, economic factors (economic growth, inflation, interest rates), market structure (competition etc.) and the regulatory framework. It is not appropriate to adjust multiples in a mechanistic way for differences in interest rates or share market levels;
- acquisition multiples are based on the target's earnings but the price paid normally reflects the fact that there were cost reduction opportunities or synergies available to the acquirer (at least if the acquirer is a "trade buyer" with existing businesses in the same or a related industry). If the target's earnings were adjusted for these cost reductions and/or synergies the effective multiple paid by the acquirer would be lower than that calculated on the target's earnings;



- while EBITDA multiples are commonly used benchmarks they are an incomplete measure of cash flow. The appropriate multiple is affected by, among other things, the level of capital expenditure (and working capital investment) relative to EBITDA. In this respect:
 - EBIT multiples can in some circumstances be a better guide because (assuming depreciation is a reasonable proxy for capital expenditure) they effectively adjust for relative capital intensity and present a better approximation of free cash flow. However, capital expenditure is lumpy and depreciation expense may not be a reliable guide. In addition, there can be differences between companies in the basis of calculation of depreciation; and
 - businesses that generate higher EBITDA margins than their peer group companies will, all other things being equal, warrant higher EBITDA multiples because free cash flow will, in relative terms, be higher as capital expenditure.

Annexure B

Scheme Plan

B



Scheme of Arrangement Under Part 15 of the Companies Act 1993

PARTIES

Northland Regional Council (*NRC*)

Port of Tauranga Limited (*POT*)

Ngāpuhi Investment Fund Limited (*Tupu Tonu*) (each a *Consortium Member* and together the *Consortium*)

Northport Group Limited (*NZ HoldCo*)

Marsden Maritime Holdings Limited (*MMH*)

Each person who is registered in the Register as the holder of one or more Scheme Shares (together the *Scheme Shareholders*)

1. DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

In this Scheme Plan, unless the context otherwise requires:

Business Day means any day other than a Saturday, Sunday, a statutory public holiday in Auckland, New Zealand;

Companies Act means the Companies Act 1993;

Computershare means Computershare Investor Services Limited;

Conditions means:

- (a) the conditions set out in clause 5.1 of the Scheme Implementation Agreement; and
- (b) such other conditions made or required by the Court under section 236(1) or section 237(1) of the Companies Act and approved in writing by MMH and the Consortium in accordance with clause 5.2 of the Scheme Implementation Agreement;

Consideration means \$5.60 in respect of each Scheme Share held by a Scheme Shareholder, as adjusted in accordance with the Scheme Implementation Agreement, which is payable in cash;

Court means the High Court of New Zealand, Auckland Registry;

Encumbrance means:

- (a) any security interest within the meaning of section 17(1)(a) of the Personal Property Securities Act 1999 and any option, right to acquire, right of pre-emption, assignment by way of security or trust arrangement for the purpose of providing security, retention arrangement or other security interest of any kind (other than any reservation of title by suppliers in the ordinary course of business); and

(b) any agreement to create any of the foregoing;

End Date has the meaning given to that term in the Scheme Implementation Agreement;

Final Orders means orders made on application of MMH, that the Scheme is binding on MMH, the Consortium, NZ HoldCo, the Scheme Shareholders and such other persons or class of persons as the Court may specify, in accordance with section 236(1) (and section 237, if applicable) of the Companies Act;

Final Orders Date means the day on which the Final Orders are granted by the Court;

Funds has the meaning given to that term in clause 3.1;

Government Agency means any government, department, officer or minister of any government and any governmental, semi-governmental, regulatory, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity, and includes the Takeovers Panel and the Financial Markets Authority;

Implementation Date means the day on which the Scheme is to be implemented, being the date three Business Days after the Record Date, or such other date as the Consortium and MMH agree in writing, and *Implementation* correspondingly means the time at which implementation commences with the first step under clause 4.1(d);

NRC Existing Shares has the meaning given to that term in the Scheme Implementation Agreement;

NZX means NZX Limited and, where the context requires, the main board financial market that it operates;

NZX Listing Rules means the NZX Listing Rules for the NZX Main Board;

Record Date has the meaning given to that term in the Scheme Implementation Agreement;

Register means the Share register maintained by Computershare on behalf of MMH;

Registered Address means, in relation to a Shareholder, the address of that Shareholder shown in the Register as at the Record Date;

Scheme means the scheme of arrangement contemplated by this Scheme Plan, subject to any alterations or conditions made or required by the Court under Part 15 of the Companies Act and approved by MMH and the Consortium in writing;

Scheme Deed Poll means the deed poll entered into by each Consortium Member and NZ HoldCo in favour of the Scheme Shareholders;

Scheme Implementation Agreement means the scheme implementation agreement dated 24 February 2025 between MMH and the Consortium;

Scheme Meeting means the special meeting of Shareholders ordered by the Court to be convened pursuant to section 236(2)(b) and 236A(2) of the Companies Act in respect of the Scheme (and including any meeting convened following any adjournment or postponement of that meeting);

Scheme Shareholder means a person who is registered in the Register as the holder of one or more Scheme Shares as at the Record Date;

Scheme Shares means all of the Shares on issue at 5.00pm on the Record Date other than the NRC Existing Shares;

Share means a fully paid ordinary share in MMH;

Shareholder means a person who is registered in the Register as the holder of one or more Shares from time to time;

Takeovers Panel means the Takeovers Panel established by section 5(1) of the Takeovers Act 1993;

Trading Halt Date means the date which is two Business Days after the Final Orders Date or such other date as the Consortium and MMH agree in writing;

Trust Account has the meaning given to that term in clause 3.1; and

Unconditional means all of the Conditions having been satisfied or, if capable of waiver in accordance with the Scheme Implementation Agreement, waived.

1.2 Interpretation

In this Scheme Plan, unless the context otherwise requires:

- (a) headings are to be ignored in construing this document;
- (b) the singular includes the plural and vice versa;
- (c) words of any gender include all genders;
- (d) a reference to a clause, is a reference to a clause of this Scheme Plan;
- (e) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) reference to any document (including this Scheme Plan) includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time;
- (g) reference to a party, person or entity includes:
 - (i) an individual, partnership, firm, company, body corporate, corporation, association, trust, estate, state, government or any agency thereof, municipal or local authority and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality); and
 - (ii) an employee, sub-contractor, agent, successor, permitted assign, executor, administrator and other representative of such party, person or entity;

- (h) written and in writing include any means of reproducing words, figures or symbols in a tangible and visible form;
- (i) the words including or includes do not imply any limitation;
- (j) a reference to any time is a reference to that time in New Zealand; and
- (k) references to money or \$ are to New Zealand dollars.

1.3 Things required to be done other than on a Business Day

Unless otherwise indicated, if the day on which any act, matter or thing is to be done is a day other than a Business Day, that act, matter or thing must be done on or by the next Business Day.

1.4 No contra proferentem

No term or condition of this Scheme Plan will be construed adversely to a party solely because that party was responsible for the preparation of this Scheme Plan or a provision of it.

1.5 NZ HoldCo

In accordance with clause 3.7 of the Scheme Implementation Agreement, NZ HoldCo, a special purpose vehicle established by the Consortium, will acquire all of the Scheme Shares under the Scheme. The Consortium will ensure that NZ HoldCo completes the acquisition of the Scheme Shares, and the Consortium will, on behalf of NZ HoldCo, pay the Consideration in accordance with the terms of the Scheme Implementation Agreement and the Scheme Deed Poll.

CONDITIONS

2.1 Conditions

The implementation of the Scheme is conditional in all respects on:

- (a) all of the Conditions having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement by 8.00am on the Implementation Date; and
- (b) neither the Scheme Implementation Agreement nor the Scheme Deed Poll having been terminated in accordance with its terms before 8.00am on the Implementation Date.

CONSIDERATION INTO TRUST ACCOUNT

3.1 Obligation to pay Consideration into Trust Account

Subject to the Scheme Implementation Agreement not having been terminated and the Scheme having become Unconditional (except for the Conditions set out in clauses 5.1(e) and (f) of the Scheme Implementation Agreement), the Consortium must, by no later than 5.00pm on the Business

Day before the Implementation Date, deposit (or procure the deposit of) in immediately available cleared funds an amount equal to the aggregate amount of the Consideration payable to Scheme Shareholders in a New Zealand dollar denominated trust account operated by Computershare and notified by Computershare to the Consortium no later than 5.00pm on the Business Day falling three Business Days before the Implementation Date (the Funds and that account the Trust Account).

3.2 Details of Trust Account

- (a) Subject to clauses 3.2(b), 5.4, 5.5 and 5.6, the Trust Account will be held and operated by Computershare on the basis that the Funds are held on trust for the Consortium and to its order, such that only the Consortium may direct how the Funds will be paid from the Trust Account.
- (b) Clause 3.2(a) is subject to a standing written direction from the Consortium to MMH and to Computershare to make payment of the Consideration to the Scheme Shareholders in accordance with this Scheme Plan upon transfer of the Scheme Shares to the Consortium under clause 3.2(a).
- (c) The details of the Trust Account will be provided to the Consortium by (or on behalf of) Computershare not less than three Business Days before the Implementation Date.

3.3 Interest

Any interest earned on the amount deposited in the Trust Account up to Implementation will be payable to the Consortium by Computershare as directed by the Consortium (less bank fees and other third party charges relating to the Trust Account).

3.4 Scheme not implemented

Should the implementation of the Scheme not occur by 5.00pm on the Implementation Date for any reason, Computershare will immediately repay the Funds to the Consortium to such New Zealand dollar denominated account instructed to Computershare by the Consortium.

IMPLEMENTATION

4.1 Implementation

Subject to:

- (a) any amendments or variations as may be required by the Court;
- (b) the conditions referenced in clause 2 being satisfied (to be confirmed to Computershare by written notice given by the Consortium and MMH prior to 9.00am on the Implementation Date, which written notice must be so given immediately after 8.00am on the Implementation Date upon the conditions set out in clause 2 being satisfied);
- (c) the Consideration having been deposited into the Trust Account in accordance with clause 3.1,

commencing at 9.00am on the Implementation Date, the following steps will occur sequentially:

- (d) without any further act or formality, all the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, will be transferred to NZ HoldCo, and MMH must enter, or procure that Computershare enters, the name of NZ HoldCo in the Register as holder of all of the Scheme Shares; and
- (e) in accordance with the direction set out in clause 3.2(b), subject to compliance in full with clause 4.1(d) MMH must instruct Computershare to pay or procure the payment from the Trust Account of the cash Consideration to each Scheme Shareholder based on the number of Scheme Shares held by that Scheme Shareholder as set out in the Register as at the Record Date.

PAYMENT OF CONSIDERATION

5.1 Method of payment

The payment obligations under clauses 4.1(d) and 4.1(e) will be satisfied by:

- (a) where a Scheme Shareholder has, prior to the Record Date, provided bank account details to enable Computershare and MMH to make payments of New Zealand dollars by electronic funds transfer, Computershare must pay the Consideration in New Zealand dollars to the Scheme Shareholder by electronic funds transfer of the relevant amount to the bank account nominated by that Scheme Shareholder;
- (b) where a Scheme Shareholder that has an address outside of New Zealand has, prior to the Record Date, registered to be paid by Hyperwallet, Computershare must transfer the Consideration owed to such Scheme Shareholder to the New Zealand dollar denominated trust account operated by Hyperwallet and instruct Hyperwallet to pay that Consideration (less any applicable costs and fees) to such Scheme Shareholder (in the currency nominated by such Scheme Shareholder to Hyperwallet); or
- (c) where a Scheme Shareholder has not provided the information and/or taken the steps contemplated by clauses 5.1(a) and 5.1(b) to enable payment to be made to such Scheme Shareholder in a manner contemplated by one of those clauses (or if an electronic payment to such Scheme Shareholder is rejected by the recipient bank), Computershare must retain the Consideration owed to that Scheme Shareholder in the Trust Account to be claimed by the Scheme Shareholder in accordance with clause 5.5.

If a Shareholder has given more than one payment direction, then the later direction in time of receipt will be followed.

5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the Consideration is payable to the bank account nominated by the joint holders or, at the sole discretion of MMH, nominated by the holder whose name appears first in the Register as at the Record Date; and
- (b) any other document required to be sent under this Scheme Plan will be sent to either, at the sole discretion of MMH, the holder whose name appears first in the Register as at the Record Date or to the joint holders.

5.3 Surplus in Trust Account

To the extent that, following satisfaction of the obligations under clause 4.1(e), there is a surplus in the Trust Account, that surplus (less the aggregate amount of the Consideration retained in the Trust Account in accordance with clause 5.1(c) or clause 5.6(b), and less bank fees and other third party charges relating to the Trust Account) shall be promptly paid in full to the Consortium as directed by the Consortium in writing.

5.4 Holding on Trust

MMH must, in respect of any monies retained by Computershare pursuant to clause 5.1(c) or clause 5.6(b), instruct Computershare to hold such monies in the Trust Account on trust for the relevant Scheme Shareholders for a period of two years and thereafter, subject to clause 5.6, to pay any remaining money in the Trust Account to MMH.

5.5 Unclaimed monies

During the period of two years commencing on the Implementation Date, on request in writing from a Scheme Shareholder that has not received payment of the Consideration in accordance with clause 5.1(a) or 5.1(b), Computershare must, if such Scheme Shareholder has taken the necessary steps required to effect payment to such Scheme Shareholder in a manner contemplated by clause 5.1(a) or 5.1(b), pay to that Scheme Shareholder the Consideration held on trust for that Scheme Shareholder in a manner contemplated by clause 5.1(a) or 5.1(b) (or in any other manner approved by Computershare and agreed to by that Scheme Shareholder).

5.6 Orders of a court or Government Agency

Notwithstanding any other provision of this Scheme Plan, if written notice is given to MMH prior to the Record Date of an order or direction made by a court of competent jurisdiction or a Government Agency that:

- (a) requires Consideration to be provided to a third party in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder in accordance with clause 4.1(e), MMH will be entitled to procure, and the Consortium will be deemed to have instructed Computershare to ensure, that provision of that Consideration is made in accordance with that order or direction; or

- (b) prevents the Consideration from being provided to any particular Scheme Shareholder in accordance with clause 4.1(e), or the payment of such Consideration is otherwise prohibited by applicable law, the payment (equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Consideration) will be retained in the Trust Account until such time as provision of the Consideration to the Scheme Shareholder in accordance with clause 4.1(e) or clause 5.5 (as applicable) is permitted by that order or direction or otherwise by law,

and such provision or retention (as the case may be) will constitute the full discharge of the Consortium's and MMH's obligations under clause 4.1(e) with respect to the amount so provided or retained.

5.7 Exchange rate

If a Scheme Shareholder elects to be paid by Hyperwallet in a foreign currency as contemplated by clause 5.1(b), the conversion of the Consideration into such foreign currency will be undertaken in a manner and at an exchange rate determined by Hyperwallet, and neither MMH nor the Consortium will be responsible for (or have any liability in connection with) any such conversion (including for the exchange rate at which the relevant conversion occurs).

DEALING IN SHARES

6.1 Trading halt

- (a) Following the sealing of the Final Orders, MMH will advise NZX of the grant of the Final Orders and, once known, the Trading Halt Date and Record Date and use its reasonable endeavours to procure that the NZX suspend trading in the Shares from the close of trading on the Trading Halt Date.
- (b) MMH must not accept for registration, nor recognise for any purpose (except a transfer to NZ HoldCo pursuant to this Scheme Plan and any subsequent transfer by NZ HoldCo or its successors in title), any transfer or transmission application or other request received after 5.00pm on the Record Date or received prior to such time, but not in registrable or actionable forms.

6.2 Register

- (a) MMH must register registrable transmission applications or registrable transfers of Shares received prior to the Trading Halt Date before 5.00pm on the Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires MMH to register a transfer that relates to a transfer of Shares on which MMH has a lien.
- (b) A holder of Scheme Shares (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Scheme Shares, or any interest in them, after 5.00pm on the Trading Halt Date otherwise than pursuant to this Scheme Plan, and any attempt to do so will have no effect and MMH and the Consortium shall be entitled to disregard any such disposal.
- (c) For the purposes of determining entitlements to the Consideration, but subject to the requirements of the NZX Listing Rules, MMH must maintain

the Register in accordance with the provisions of this clause 6 until the Consideration has been paid to the Scheme Shareholders. The Register in this form will solely determine entitlements to the Consideration.

- (i) From 5.00pm on the Record Date, each entry that is current on the Register (other than entries on the Register in respect of the NRC Existing Shares), will cease to have effect except as evidence of entitlement to the Consideration in respect of the Shares relating to that entry.
- (ii) As soon as possible on the first Business Day after the Record Date and in any event by 5.00pm on that day, MMH must make available to the Consortium in the form the Consortium reasonably requires, details of the names, Registered Addresses and holdings of Shares for each Scheme Shareholder as shown in the Register on the Record Date.

GENERAL PROVISIONS

7.1 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme Plan to NZ HoldCo will, at the time of transfer to NZ HoldCo, vest in NZ HoldCo free from all Encumbrances and free from any restrictions on transfer of any kind.
- (b) Each Scheme Shareholder is taken to have warranted to the Consortium and NZ HoldCo on the Implementation Date that all their Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred under this Scheme Plan will, at the time of transfer, be fully paid and free from all Encumbrances and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Shares to NZ HoldCo together with any rights and entitlements attaching to those Shares.

7.2 Authority given to MMH

Each Scheme Shareholder, without the need for any further act:

- (a) on the Final Orders Date, irrevocably appoints MMH as its attorney and agent for the purpose of enforcing the Scheme Deed Poll against the Consortium (but without limiting each Scheme Shareholder's right to itself enforce the Scheme Deed Poll); and
- (b) on the Implementation Date, irrevocably appoints MMH as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to the Scheme and the transactions contemplated by it,

and MMH accepts each such appointment. Each such attorney and agent, may sub-delegate its functions, authorities or powers under this clause 7.2 to one or more of MMH's directors or senior managers.

7.3 Binding effect of Scheme:

- (a) The Scheme binds:
 - (i) MMH;
 - (ii) the Consortium;
 - (iii) NZ HoldCo; and
 - (iv) all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on the Scheme, did not vote at the Scheme Meeting, or voted against the Scheme at the Scheme Meeting).
- (b) In the event of any inconsistency, this Scheme Plan overrides the constitution of MMH.

7.4 End Date

If the Scheme has not become Unconditional on or before the End Date, or if the Scheme Implementation Agreement is terminated in accordance with its terms at any time, this Scheme Plan is immediately void and of no further force or effect (other than any provision of the Scheme or this Scheme Plan relating to the repayment to the Consortium of any Funds deposited in accordance with clause 3 and the interest thereon (less bank fees and other third party charges relating to the Trust Account)).

7.5 No liability when acting in good faith

Each Scheme Shareholder agrees that none of the directors, officers or employees of MMH, the Consortium or NZ HoldCo will be liable for anything done or omitted to be done in the performance of the Scheme in good faith.

7.6 Successor obligations

To the extent that any provision of the Scheme or this Scheme Plan imposes any obligation on the Consortium, NZ HoldCo or MMH that continues or arises after the implementation of the Scheme, such obligation may instead be performed by any successor or related company of the Consortium, NZ HoldCo or MMH (as applicable) in which case the obligation will be satisfied as if performed by the Consortium, NZ HoldCo or MMH (as applicable).

7.7 Governing law

- (a) This Scheme Plan and any non-contractual obligations arising out of or in connection with it is governed by and must be construed in accordance with the laws of New Zealand.
- (b) The courts having jurisdiction in New Zealand have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Scheme Plan (including a dispute relating to any non-contractual obligations arising out of or in connection with this Scheme Plan) and the parties irrevocably submit to the non-exclusive jurisdiction of the courts having jurisdiction in New Zealand.



Annexure C

Form of the Scheme Deed Poll

Note: the members of the Consortium have agreed to form NZ HoldCo and to enter into, and procure NZ HoldCo to enter into, the following form of Scheme Deed Poll, prior to the Second Court Date.

PARTIES

Northland Regional Council (NRC)

Port of Tauranga Limited (POT)

Ngāpuhi Investment Fund Limited (Tupu Tonu)

(each a Consortium Member and together the Consortium)

Northport Group Limited (NZ HoldCo)

Each registered holder of Scheme Shares as at 5.00pm on the Scheme Record Date *(Scheme Shareholders)*

INTRODUCTION

- A Marsden Maritime Holdings Limited (MMH) and the Consortium are parties to the Scheme Implementation Agreement.
- B MMH has agreed in the Scheme Implementation Agreement to propose a scheme of arrangement between MMH, the Consortium, and the Scheme Shareholders, the effect of which will be that all Scheme Shares will be transferred to NZ HoldCo and the Consortium will provide or procure the provision of the Consideration to the Scheme Shareholders.
- C The Consortium is entering into this Deed Poll for the purpose of undertaking in favour of Scheme Shareholders to pay the Consideration on behalf of NZ HoldCo to Scheme Shareholders in accordance with the terms of the Scheme Plan.
- D NZ HoldCo is entering into this Deed as the Consortium's nominee to acquire all of the Scheme Shares in accordance with the terms of the Scheme Plan in consideration for, and simultaneously with, the payment of the Consideration by the Consortium on behalf of NZ HoldCo to Scheme Shareholders.

IT IS AGREED

1. Defined terms and interpretation

1.1 Defined terms

In this Deed, unless the context requires otherwise:

Computershare means Computershare Investor Services Limited;

Final Orders means orders made on application of MMH, that the Scheme is binding on MMH, the Consortium, NZ HoldCo, the Scheme Shareholders and such other persons or class of persons as the Court may specify, in accordance with section 236(1) (and section 237, if applicable) of the Companies Act;

Scheme Implementation Agreement means the scheme implementation agreement between MMH and the Consortium dated 24 February 2025; and

Scheme Plan means the scheme plan attached as Annexure 1 to the Scheme Implementation Agreement, subject to any alterations or conditions approved by the Consortium and MMH in writing and which are disclosed to the Court prior to the Court making the Final Orders; and words defined in the Scheme Plan which are not separately defined in this Deed Poll have the same meaning when used in this Deed Poll.

1.2 Interpretation

Clauses 1.2 and 1.3 of the Scheme Plan apply to the interpretation of this Deed Poll, except references to “this Scheme Plan”, which are to be read as reference to “this Deed Poll”.

NATURE OF THIS DEED POLL

2.1 Third party rights and appointment of attorney

- (a) This Deed Poll is intended to, and does, confer a benefit on, and therefore may be relied on and enforced by, any Scheme Shareholder in accordance with its terms under Part 2, Subpart 1 of the Contract and Commercial Law Act 2017 (but not otherwise), even though the Scheme Shareholders are not party to the Deed Poll.
- (b) Under the Scheme Plan, each Scheme Shareholder appoints MMH as the Scheme Shareholder’s attorney and agent to enforce this Deed Poll against the Consortium with effect on and from the date prescribed for such appointment in the Scheme Plan (but without limiting each Scheme Shareholder’s right to itself enforce this Deed Poll).
- (c) Notwithstanding clauses 2.1(a) and 2.1(b), this Deed Poll may be varied by the Consortium and MMH in accordance with clause 7.2 without the approval of any Scheme Shareholder.

2.2 Continuing obligations

This Deed Poll is irrevocable and, subject to clause 3, remains in full force and effect until either:

- (a) the Consortium and NZ HoldCo have fully performed their respective obligations under this Deed Poll; or
- (b) this Deed Poll is terminated under clause 3.2.

CONDITIONS

3.1 Conditions

This Deed Poll, and the obligations of the Consortium and NZ HoldCo under it, are conditional in all respects on the Scheme becoming Unconditional.

3.2 Termination

The obligations of the Consortium and NZ HoldCo under this Deed Poll will automatically terminate, and the terms of this Deed Poll will be of no force or effect, if the Scheme Implementation Agreement is validly terminated in accordance with its terms before the Scheme becomes Unconditional, unless the Consortium and MMH otherwise agree in writing.

3.3 Consequences of termination

If this Deed Poll is terminated under clause 3.2, then the Consortium and NZ HoldCo are each released from their respective obligations to further perform this Deed Poll.

SCHEME CONSIDERATION

- (a) Subject to the Scheme Implementation Agreement not being terminated and the Scheme having become Unconditional (save for the Conditions set out in clauses 5.1(e) and (f) of the Scheme Implementation Agreement), the Consortium (on behalf of NZ HoldCo) undertakes in favour of each Scheme Shareholder to deposit, or procure the deposit of, in immediately available cleared funds, by no later than 5.00pm on the Business Day before the Implementation Date, an amount equal to the aggregate amount of the Consideration payable to all Scheme Shareholders as set out in the Scheme Plan, such deposit to be made into the Trust Account to be held and dealt with by Computershare in accordance with the Scheme Plan.
- (b) Subject to clause 3, the Consortium irrevocably acknowledges and agrees that, subject to compliance in full by MMH with its obligations under clause 4.1(d) of the Scheme Plan, the Consideration deposited into the Trust Account must be, and will be, paid in accordance with clause 4.1(e) of the Scheme Plan in satisfaction of the Scheme Shareholders' respective entitlements to receive the Consideration under the Scheme in accordance with the Scheme Plan.

WARRANTIES

Each of the Consortium Members and NZ HoldCo warrants in favour of each Scheme Shareholder that:

- (a) it is a corporation (in the case of POT, Tupu Tonu and NZ HoldCo) or a local government authority (in the case of NRC) validly existing under the laws of New Zealand;
- (b) it has the power to enter into, and perform its obligations under, this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (c) it has taken all necessary action to authorise its entry into this Deed Poll and has taken, or will prior to the Implementation Date take, all necessary action to authorise the performance of this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (d) this Deed Poll is valid and binding on it and enforceable against it in accordance with its terms; and

- (e) this Deed Poll does not conflict with, or result in the breach of or default under, any provision of its constitution, or any writ, order or injunction, judgment, law, rule or regulation to which it is a party or subject or by which it is bound.

NOTICES

6.1 Manner of giving notice

Any notice or other communication to be given under this Deed Poll must be in writing and may be physically delivered or sent by email to each Consortium Member as follows:

- (a) to NRC at:

Address:	36 Water Street, Whangārei 0110
Email:	jong@nrc.govt.nz
Attention:	Jonathan Gibbard, Chief Executive Officer

- (b) to POT at:

Address:	2 Salisbury Avenue, Mount Maunganui, Mount Maunganui 3116
Email:	leonard.sampson@port-tauranga.co.nz
Attention:	Leonard Sampson, Chief Executive Officer

- (c) to Tupu Tonu at:

Address:	Level 4 Rawlinsons House, 5 Willeston Street, Wellington Central, Wellington 6011
Email:	tom.woods@tuputonou.co.nz
Attention:	Tom Woods, Chief Investment Officer

with a copy (which does not constitute notice) to:

Address:	Chapman Tripp, Level 34 PwC Tower, 15 Customs Street West, Auckland CBD, Auckland 1010
Email:	roger.wallis@chapmantripp.com
Attention:	Roger Wallis

or at any such other address or email address notified for this purpose to the other parties under this clause.

6.2 When notice given

In the absence of earlier receipt, any notice or other communication is deemed to have been given:

- (a) if delivered, on the date of delivery; or
- (b) if sent by email, four business hours (being the hours between 9am and 5pm on a Business Day in the jurisdiction of the recipient) after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered (excluding an “out of office” automated message),

but if the notice or other communication would otherwise be taken to be received after 5.00pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

6.3 Proof of service

In proving service of a notice or other communication, it is sufficient to prove that delivery was made or that the email was properly addressed and transmitted by the sender’s server into the network and there was no apparent error in the operation of the sender’s email system, as the case may be.

6.4 Documents relating to legal proceedings

This clause 6 does not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Deed Poll.

GENERAL

7.1 Waiver

- (a) The Consortium and NZ HoldCo may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right in respect of the Scheme unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver.
- (b) For the purposes of clause 7.1(a):
 - (i) conduct includes a delay in exercising a right;
 - (ii) right means any right arising under or in connection with this Deed Poll and includes the right to rely on this clause; and
 - (iii) waiver includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

7.2 Variation

- (a) Subject to clauses 7.2(b) and 7.2(c), this Deed Poll may not be varied.
- (b) Before the date on which the Final Orders are made, this Deed Poll may be varied by agreement in writing between the Consortium and MMH, in which event the Consortium and, if applicable, NZ HoldCo, will enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation.
- (c) If the Court orders that it is a condition of the Scheme that the Consortium enters into a new deed poll which has the effect of reversing any variation under clause 7.2(b), then, if the Consortium so agrees, the Consortium and, if applicable, NZ HoldCo, must promptly enter into a further deed poll in favour of the Scheme Shareholders to give effect to the reversal of that variation.

7.3 Cumulative rights

The rights, powers and remedies of the Consortium, NZ HoldCo, and Scheme Shareholders under this Deed Poll are cumulative and do not exclude any other rights, power or remedies provided by law independently of this Deed Poll.

7.4 Assignment

The rights and obligations of the Consortium, NZ HoldCo and each Scheme Shareholder under this Deed Poll are personal. They cannot be assigned, charged or otherwise dealt with at law or in equity. Any purported dealing in contravention of this clause 7.4 is invalid.

7.5 Further assurance

The Consortium must, at its own expense, do all things reasonably required of it to give full force and effect to this Deed Poll and the transactions contemplated by it.

7.6 Governing law and jurisdiction

- (a) This Deed Poll and any non-contractual obligations arising out of or in connection with it is governed by the law applying in New Zealand.
- (b) The courts having jurisdiction in New Zealand have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed Poll (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed Poll) and the Consortium and NZ HoldCo irrevocably submit to the non-exclusive jurisdiction of the courts having jurisdiction in New Zealand.

Directory

Registered Office

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Auckland 1010, New Zealand

Address for Service

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Auckland 1010, New Zealand

Phone: 09 432 5033

Website: <https://marsdenmaritime.co.nz/>

Directors

Benoît Marcenac, Independent Chair
Anthony Gibson, Independent Director
Gwyneth MacLeod, Independent Director
Christine Pears, Independent Director
Jared Pitman, Independent Director
John Sproat, Independent Director

Senior Managers

Rosie Mercer, Chief Executive Officer
Vidura Galpoththage, Chief Financial Officer

Lawyers

Heimsath Alexander

Financial Advisers

Montarne

Share Registers

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