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Infigen Energy Ltd
ABN 39 105 051 616

Infigen Energy Trust
ARSN 116 244 118

23 June 2020

Infigen's Board unanimously recommends investors REJECT the UAC offer.

Infigen today releases its Target's Statement in respect of the off market takeover offer by UAC at 80 cents per stapled security. The Target's Statement sets out the Infigen Board's reasons for unanimously recommending that security holders REJECT the UAC offer.

In making this recommendation, the Board notes that Infigen has also received a takeover proposal from Iberdrola at 86 cents per stapled security, a 7.5% premium to the UAC offer. In the absence of a superior proposal, the Board is recommending security holders accept the Iberdrola offer which is at a higher price and is less conditional overall than the UAC offer. Full details in respect of the Board's recommendation of the Iberdrola offer will be contained in Infigen's separate target's statement in respect of the Iberdrola offer which is expected to be lodged shortly.

The Target's Statement has been provided to UAC and lodged with the Australian Securities and Investments Commission.

Additional information will be sent to security holders shortly. If security holders have any questions, please call the security holder helpline on 1300 540 303 (within Australia) or +61 2 8022 7955 (outside Australia) between 9am and 5pm Mondays to Fridays.

Ends

This announcement was authorised by Len Gill, Chairman of the Board.

Infigen's legal adviser is Gilbert + Tobin and its financial advisers are Lazard Pty Limited and Goldman Sachs Australia Pty Ltd.

For further information please contact:

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About Infigen

Infigen is leading Australia to a clean future, today. Our strategy is to provide Australian businesses with firm supplies of reliable and competitively priced clean energy.

We generate renewable energy from our fleet of owned wind farms. We also source renewable energy from our portfolio of contracted assets. We manage intermittency risk with our fast start assets, enabling us to provide our customers with firm prices and firm volumes for renewable energy.

For more information, please visit: www.infigenenergy.com

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23 June 2020

By electronic lodgement

Company Announcements
ASX Limited
Exchange Centre
20 Bridge Street
Sydney NSW 2000

Dear Sir/Madam

Takeover bid by UAC Energy Holdings Pty Ltd for Infigen Energy Limited and Infigen Energy Trust (ASX: IFN): Target's Statement

We act for Infigen Energy Limited ACN 105 051 616 (**IEL**) and Infigen Energy RE Limited ACN 113 813 997 (**IERL**) as responsible entity of the Infigen Energy Trust ARSN 116 244 118 (**IET**) (ASX:IFN) (together, **Infigen**) in relation to an off-market takeover bid by UAC Energy Holdings Pty Ltd ACN 640 077 747 (**UAC**) under Chapter 6 of the *Corporations Act 2001* (Cth) (**Corporations Act**) for all the stapled securities in IEL and IET.

We attach for release to the Australia Securities Exchange, in accordance with item 14 of subsection 633(1) of the Corporations Act, a copy of Infigen's target's statement dated 23 June 2020 (**Target's Statement**).

A copy of the Target's Statement has been sent to UAC and lodged with the Australian Securities and Investments Commission. Infigen will send the Target's Statement to each holder of IEL and IET stapled securities on the register at 7.00pm (Sydney time) on 10 June 2020, being the date set by UAC under subsection 633(2) of the Corporations Act pursuant to the notice sent by UAC to Infigen on 9 June 2020.

This release has been authorised by the board of directors of IEL and the board of directors of IERL as responsible entity for IET.

Yours faithfully
Gilbert + Tobin

A handwritten signature in blue ink, appearing to read 'John Williamson-Noble'.

John Williamson-Noble
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A handwritten signature in blue ink, appearing to read 'Tim Gordon'.

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Infigen Target's Statement

Infigen Energy Limited (ABN 39 105 051 616) (**IEL**) and Infigen Energy RE Limited (ABN 61 113 813 997) (**IERL**) in its capacity as responsible entity for the Infigen Energy Trust (ARSN 116 244 118) (**IET**).

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt about what to do, you should contact your broker or your legal, financial or other professional adviser as soon as possible.

This Target's Statement has been issued in response to the off-market takeover bid made by UAC Energy Holdings Pty Ltd (ABN 32 640 077 747) (**UAC**) to purchase all of the Infigen Stapled Securities it does not already hold.

THE INFIGEN DIRECTORS UNANIMOUSLY RECOMMEND THAT YOU

REJECT

THE OFFER FROM UAC

BY TAKING NO ACTION

Infigen Security Holders can call the **Infigen Security Holder Information Line** on **1300 540 303** (for calls made from within Australia) or **+61 2 8022 7955** (for calls made from outside Australia) on Monday to Friday between 9:00 am and 5:00 pm (Sydney, Australia time) if they require assistance.

Financial Advisers



LAZARD

Legal Adviser



Important Information

To **REJECT** the UAC Offer, you should **TAKE NO ACTION** in relation to all correspondence sent to you by UAC.

Key Dates

Description	Date
Announcement of the UAC Offer	3 June 2020
UAC Bidder's Statement lodged with Infigen, ASIC and ASX	9 June 2020
Date of the UAC Offer and commencement of Offer Period	23 June 2020
Date of this Target's Statement	23 June 2020
Date for UAC to provide notice of status of Defeating Conditions ¹	16 July 2020
Close of the UAC Offer (unless extended or withdrawn)	7.00pm (Sydney, Australia time), 24 July 2020

Infigen Security Holder Information Line

If you have any questions in relation to the UAC Offer, please contact the Infigen Security Holder Information Line on 1300 540 303 (for calls made from within Australia) or +61 2 8022 7955 (for calls made from outside Australia) on Monday to Friday between 9.00 am and 5.00 pm (Sydney, Australia time).

Nature of this document

This document is a Target's Statement issued by Infigen under Part 6.5 of the Corporations Act in response to the off-market takeover bid announced on 3 June 2020 by UAC for all the Infigen Stapled Securities.

ASIC and ASX disclaimer

A copy of this Target's Statement has been lodged with ASIC and given to the ASX on 23 June 2020. None of ASIC, the ASX or any of their respective officers take any responsibility for the content of this Target's Statement.

No account of personal circumstances

The information contained in this Target's Statement does not constitute personal advice. In preparing this Target's Statement, Infigen has not taken into account the objectives, financial situation or needs of individual Infigen Security Holders. It is important that you consider the information in this Target's Statement in light of your particular circumstances. You should seek advice from your financial, legal or other professional adviser before deciding whether to accept or reject the UAC Offer.

¹ Subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended.

Disclaimer as to forward-looking statements

Some of the statements in this Target's Statement may be in the nature of forward-looking statements. Forward-looking statements are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industry in which Infigen and UAC operate as well as general economic conditions, prevailing exchange rates, interest rates and conditions in the financial markets. Actual events, results or outcomes may differ materially from the events, results or outcomes expressed or implied in any forward-looking statement. None of Infigen, its Related Bodies Corporate or any of its officers or employees, nor any persons named in this Target's Statement or any person involved in the preparation of this Target's Statement makes any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement, or any events or results expressed or implied in any forward-looking statement, except to the extent required by law. You are cautioned not to place undue reliance on any forward-looking statement. The forward-looking statements in this Target's Statement reflect views held only as at the date of this Target's Statement. Except as required by applicable law or the ASX Listing Rules, Infigen does not undertake to update or revise these forward-looking statements nor any other statements (written or oral) that may be made from time to time by or on behalf of Infigen, whether as a result of new information, future events or otherwise.

Disclaimer as to UAC information

The information on UAC, the UAC Group and its business contained in this Target's Statement has been prepared by Infigen using publicly available information (including information contained in the UAC Bidder's Statement) and has not been independently verified by Infigen. Accordingly, subject to the Corporations Act, Infigen does not make any representation or warranty (express or implied) as to the accuracy or completeness of such information.

The information on UAC and the UAC Group in this Target's Statement should not be considered comprehensive. UAC maintains a website at www.uacenergy.com.au. The information contained in or otherwise accessible through this website is not part of this Target's Statement. All references to this website in this Target's Statement are for information purposes only.

Risk factors

Infigen Security Holders should note that there are a number of risk factors attached to their investment in Infigen and other risks associated with accepting the UAC Offer. Section 7 of this Target's Statement sets out further information regarding those risks.

Foreign jurisdictions

The release, publication or distribution of this Target's Statement may be restricted by law or regulation in some jurisdictions outside Australia. Accordingly, persons outside Australia who come into possession of this Target's Statement should seek advice and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable laws or regulations.

This Target's Statement has been prepared in accordance with Australian law and the information contained in this Target's Statement may not be the same as that which would have been disclosed if this Target's Statement had been prepared in accordance with laws and regulations outside Australia.

Responsibility Statement

The information in this Target's Statement has been prepared by Infigen and is the sole responsibility of Infigen.

Privacy

Infigen has collected your information from the Infigen Securities Register for the purpose of providing you with this Target's Statement. Such information may include the names, contact details and security holdings of Infigen Security Holders and the names of persons appointed to act as proxy, attorney or corporate representative of Infigen Security Holders. Without this information, Infigen would be hindered in its ability to issue this Target's Statement. The Corporations Act requires the name and address of security holders to be held in a public register. Personal information of the type described above may be disclosed on a confidential basis to Infigen and its Related Bodies Corporate, Infigen Security Holders and external service providers, and may be required to be disclosed to regulators, such as ASIC. If you would like details of information about you held by Infigen, please contact the Infigen Security Holder Information Line as set out above.

Website links

Any website links in this Target's Statement are for your reference only. Information contained in or otherwise accessible from those websites does not form part of this Target's Statement.

Charts and diagrams

Diagrams appearing in this Target's Statement are illustrative only and may not be drawn to scale. Unless stated otherwise, all data contained in charts, graphs and tables is based on information available at the Last Undisturbed Trading Date.

Effect of rounding

Figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Target's Statement may be subject to the effect of rounding. Accordingly, the actual calculation of these figures may differ from the figures set out in this Target's Statement.

Currencies

In this Target's Statement, references to "Australian dollars", "AUD", "\$", "A\$" or "cents" are to the lawful currency of Australia.

This Target's Statement may contain conversions of relevant currencies to other currencies for convenience. These conversions should not be construed as representations that the relevant currency could be converted into the other currency at the rate used or at any other rate. Conversions that have been calculated at the date of this Target's Statement (or any other relevant date) may not correspond to the amounts shown in the historic or future financial statements of Infigen or UAC in respect of which different exchange rates may have been, or may be, used.

Time

All references to time in this Target's Statement are to Sydney, Australia time.

Defined terms

Capitalised terms used in this Target's Statement are defined in paragraph 1.1 of Schedule 1. The rules of interpretation that apply to this Target's Statement are also set out in paragraph 1.2 of Schedule 1.

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Letter from the Chairman

23 June 2020

Dear Fellow Infigen Security Holder,

On 3 June 2020, UAC announced its intention to make an off-market takeover bid for all the Infigen Stapled Securities that it did not already own at a price of \$0.80 per Infigen Stapled Security (**UAC Offer**).

You will shortly, or may have already, received from UAC a copy of the UAC Bidder's Statement containing the UAC Offer.

Infigen's Directors unanimously recommend that you REJECT the UAC Offer. To REJECT the UAC Offer, you should ignore any documents sent to you by UAC and take no action in respect of the UAC Offer.

On 17 June 2020, Infigen entered into a Bid Implementation Agreement with Iberdrola Renewables Australia Pty Ltd (ACN 628 620 815) (**Iberdrola Australia**) under which Iberdrola Australia agreed to make a takeover bid for all of the Infigen Stapled Securities at a cash price of \$0.86 per Infigen Stapled Security (**Iberdrola Offer**), which represents a 7.5% premium to the UAC Offer Price.

The Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer², in the absence of a Superior Proposal.

The Infigen Directors believe that the Iberdrola Offer is superior to the UAC Offer because it offers Infigen Security Holders a higher price per Infigen Stapled Security than the UAC Offer, the Iberdrola Offer Price represents a premium to the Infigen Stapled Security trading price prior to announcement of the Iberdrola Offer, and the Iberdrola Offer is less conditional overall than the UAC Offer.

Apart from the Iberdrola Offer Price representing a premium to the price of the UAC Offer, the key reasons the Infigen Directors believe that the Iberdrola Offer is a superior proposal to the UAC Offer and why the Infigen Directors recommend that you **REJECT** the UAC Offer are:

- The UAC Offer is subject to highly prescriptive conditions. Some of these Defeating Conditions have already been breached and others have not been breached but may not be capable of satisfaction.
- Unlike the UAC Offer, the Iberdrola Offer is subject to limited defeating conditions, which the Infigen Directors believe are capable of satisfaction during the Iberdrola Offer Period.
- It is uncertain whether UAC has sufficient funding to complete the UAC Offer in circumstances where repayment of certain of Infigen's Financing Arrangements is required as a result of UAC acquiring more than 50% of the Infigen Stapled Securities.

Further information on the reasons the Infigen Directors recommend that you **REJECT** the UAC Offer is contained in section 1 of this Target's Statement. I urge you to read this Target's Statement carefully in full and, if required, seek your own legal, financial, taxation or other professional advice.

You will receive from Iberdrola Australia a copy of the Iberdrola Bidder's Statement in relation to the Iberdrola Offer, followed by a separate target's statement from Infigen in respect of the Iberdrola Offer. That target's statement will contain further information on the reasons why the Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer, in the absence of a Superior Proposal.

² And will accept, or procure the acceptance of, the Iberdrola Offer in respect of any Infigen Stapled Securities they own or control or otherwise have a Relevant Interest in.

Your Infigen Directors will keep you informed on all material developments in relation to the UAC Offer. If you have any questions in relation to this Target's Statement or your security holding in Infigen, please call the Infigen Security Holder Information Line on 1300 540 303 (for calls made from within Australia) or +61 2 8022 7955 (for calls made from outside Australia), Monday to Friday between 9.00 am and 5.00 pm (Sydney, Australia time).

Thank you for your continued support as an Infigen Security Holder.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'L. F. Gill', with a stylized flourish at the end.

Len Gill

Independent Non-Executive Chairman

1. Reasons why you should REJECT the UAC Offer

1.1 Summary of reasons to REJECT the UAC Offer

The Infigen Directors unanimously recommend that Infigen Security Holders **REJECT** the UAC Offer for the following reasons:

1	<p>Infigen has received the Iberdrola Offer, which offers a higher price for your Infigen Stapled Securities and the Infigen Directors believe is superior to the UAC Offer.</p> <p>The Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer, in the absence of a Superior Proposal. If you accept the UAC Offer, you will not be able to accept the Iberdrola Offer³.</p>
2	<p>The UAC Offer is subject to highly prescriptive Defeating Conditions. Some of these Defeating Conditions have already been breached and others have not been breached but may not be capable of satisfaction.</p>
3	<p>Unlike the UAC Offer, the Iberdrola Offer is subject to limited defeating conditions, which the Infigen Directors believe are capable of satisfaction during the Iberdrola Offer Period.</p>
4	<p>It is uncertain whether UAC has sufficient funding to complete the UAC Offer in circumstances where repayment of certain of Infigen's Financing Arrangements is required as a result of UAC acquiring more than 50% of the Infigen Stapled Securities.</p>

Further information in relation to each of these reasons is set out below in section 1.2.

³ Unless the UAC Offer remains conditional and you are able to withdraw your acceptance in certain limited circumstances. See section 4.6 of this Target's Statement for more information.

1.2 Further information on reasons to REJECT the UAC Offer

1 **Infigen has received the Iberdrola Offer, which offers a higher price for your Infigen Stapled Securities and the Infigen Directors believe is superior to the UAC Offer**

On 17 June 2020, Infigen entered into a Bid Implementation Agreement with Iberdrola Australia, under which Iberdrola Australia agreed to make an off-market takeover bid for all of the Infigen Stapled Securities on issue at a price of \$0.86 per Infigen Stapled Security.

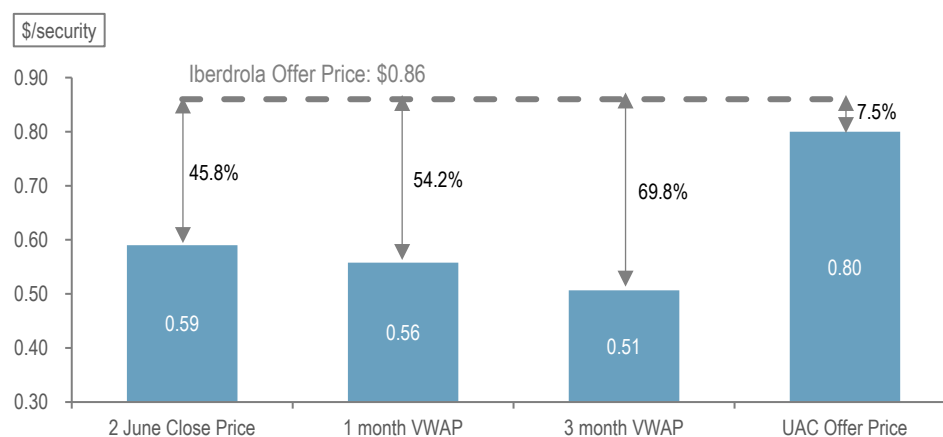
The Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer and each Infigen Director intends to accept the Iberdrola Offer, or procure acceptance of, the Iberdrola Offer in respect of all Infigen Stapled Securities they own or control, or otherwise have a Relevant Interest in, in each case in the absence of a Superior Proposal.

Further information about the Iberdrola Offer and the reasons for the Infigen Directors' recommendation in respect of that offer will be set out in Infigen's target's statement in response to the Iberdrola Offer (**Iberdrola Offer Target's Statement**), a copy of which will be released to the ASX as soon as practicable after the release of the Iberdrola Bidder's Statement and will then be available on Infigen's website (www.infigenenergy.com).

In summary, the key reasons that the Infigen Directors believe that the Iberdrola Offer is superior to the UAC Offer are set out below.

- (a) The Iberdrola Offer Price of \$0.86:
 - (i) offers Infigen Security Holders a higher price per Infigen Stapled Security than the UAC Offer Price of \$0.80; and
 - (ii) represents a 7.5% premium to the UAC Offer Price.
- (b) The Iberdrola Offer Price also represents a premium of:
 - (i) 45.8% to the closing Infigen Stapled Security trading price on 2 June 2020 (being the last trading day before UAC announced its intention to make the UAC Offer) of \$0.59 per Infigen Stapled Security;
 - (ii) 54.2% to the one-month VWAP to 2 June 2020 of \$0.56 per Infigen Stapled Security; and
 - (iii) 69.8% to the three-month VWAP to 2 June 2020 of \$0.51 per Infigen Stapled Security.

These premia, as well as the premium to the UAC Offer Price are shown in the chart below.



- (c) The UAC Offer is subject to highly prescriptive Defeating Conditions. Some of these Defeating Conditions have already been breached and others have not been breached but may not be capable of satisfaction.

This is discussed in more detail in paragraph 2 below.

- (d) Unlike the UAC Offer, the Iberdrola Offer is subject to limited defeating conditions, which the Infigen Directors believe are capable of satisfaction during the Iberdrola Offer Period.

This is discussed in more detail in paragraph 3 below.

- (e) It is uncertain whether UAC has sufficient funds to complete the UAC Offer in circumstances where repayment of certain of Infigen's Financing Arrangements is required as a result of UAC acquiring more than 50% of the Infigen Stapled Securities. Unlike UAC, Iberdrola Australia has confirmed that it intends to, and has the capacity to, support or replace Infigen's Corporate Facility if required.

This is discussed in more detail in paragraph 4 below.

For these reasons, the Infigen Directors believe that the Iberdrola Offer is superior to the UAC Offer and that you should **REJECT** the UAC Offer.

If you accept the UAC Offer and the UAC Offer becomes unconditional, you will crystallise the value of your investment in Infigen at the UAC Offer Price of \$0.80 per Infigen Stapled Security. You will only be able to withdraw your acceptance of the UAC Offer in limited circumstances (see section 4 of this Target's Statement) and, therefore, you would not have an opportunity to accept the higher-priced Iberdrola Offer of \$0.86 per Infigen Stapled Security or any other competing proposal that may emerge from another party (other than UAC).

2 The UAC Offer is subject to highly prescriptive Defeating Conditions. Some of these Defeating Conditions have already been breached and others have not been breached but may not be capable of satisfaction

The UAC Offer is subject to numerous defeating conditions, which are set out in section 9.7 of the UAC Bidder's Statement and are also set out in full in Attachment A of this Target's Statement (**Defeating Conditions**).

As summarised in the table in section 4.3 of this Target's Statement, some of the Defeating Conditions under the UAC Offer have, or may have, already been breached and others have not been breached but may not be capable of satisfaction.

The Defeating Conditions that have, or may have, already been breached include those relating to:

- (a) the existence of change of control rights in favour of Infigen's lenders and other counterparties to certain of Infigen's Financing Arrangements;
- (b) the conduct of the Infigen Group's business including the entry into of certain contractual arrangements; and
- (c) equal access to any information that Infigen may provide to any other person in connection with a potential Competing Proposal.

The UAC Offer also contains Defeating Conditions which, if followed precisely, limit the effective and efficient operation of the Infigen Group's business. For example, entry by an Infigen Group Member into:

- (a) the lease of 120 MW of aero-derivative gas turbine equipment from the South Australian Government, which Infigen announced to the ASX on 28 August 2019 that it had agreed to lease; or
- (b) any contract to sell electricity or LGCs (including for a duration of more than 12 months) which cannot be terminated on less than 12 months' notice without penalty,

may breach the Defeating Condition set out in section 9.7(j)(2)(D) of the UAC Bidder's Statement. Such actions by Infigen are entirely consistent with Infigen's business strategy to deliver clean reliable energy in Australia.

The Material Adverse Change Defeating Condition also introduces uncertainty, particularly given volatile trading conditions at present. The potential implications of these Defeating Conditions can be contrasted with the conduct of business provisions in the Bid Implementation Agreement and the material adverse change condition in the Iberdrola Offer, both of which were negotiated and their implications, as to deal certainty and the conduct of Infigen's business, understood by Infigen.

Lastly, as discussed in more detail in the table in section 4.3 of this Target's Statement and paragraph 3 below, the Defeating Condition relating to the non-exercise and waiver or release of potential change of control and other provisions and rights in Infigen's Financing Arrangements is outside of Infigen's control and may not be capable of satisfaction.

Given the above, there is no certainty that the UAC Offer will actually complete. Unless UAC waives the Defeating Conditions that have already been breached, are breached or are otherwise incapable of satisfaction, if you accept the UAC Offer, any contract between you and UAC to buy your Infigen Stapled Securities will not become unconditional. At the same time, subject to limited withdrawal rights in certain circumstances (see section 4 of this Target's Statement), you will be unable to accept into the Iberdrola Offer, sell your Infigen Stapled Securities on market, or deal with them in any other manner.

3 Unlike the UAC Offer, the Iberdrola Offer is subject to limited defeating conditions, which the Infigen Directors believe are capable of satisfaction during the Iberdrola Offer Period

Unlike the UAC Offer, the Iberdrola Offer followed an extended period of engagement between Iberdrola and Infigen and extensive due diligence access being provided to Iberdrola. As a result, the Iberdrola Offer is subject to limited defeating conditions, which, in contrast to the Defeating Conditions that apply to the UAC Offer, were formulated by Iberdrola Australia having regard to the due diligence access provided to it. As a result, the defeating conditions to the Iberdrola Offer are overall less prescriptive than the Defeating Conditions that apply to the UAC Offer.

Importantly, the Infigen Directors believe that, unlike the Defeating Conditions that apply to the UAC Offer, the conditions to the Iberdrola Offer are capable of satisfaction during the Iberdrola Offer Period. In this regard, the Infigen Directors note that while:

- (a) the Iberdrola Offer remains subject to FIRB approval, the Infigen Directors have no reason to believe that approval will not be obtained on the basis, amongst other reasons, that Iberdrola Australia is a wholly owned subsidiary of a listed Spanish utility which is regarded as a world leader in renewable energy and has an existing presence in the Australian energy market via its Port Augusta Project in South Australia. The fact that UAC has received FIRB approval in connection with the UAC Offer provides further support for this belief; and
- (b) the Iberdrola Offer contains a minimum acceptance condition (see section 4.8 of this Target's Statement for more information), Iberdrola Australia has entered into a Pre-Bid Agreement with TCI Funds, which together own 33.1% of the Infigen Stapled Securities. Under this agreement, the TCI Funds have agreed to sell 194,139,613 Infigen Stapled Securities, representing 20% of Infigen Stapled Securities on issue to Iberdrola Australia no earlier than two months after the commencement of the Iberdrola Offer, conditional on FIRB approval being obtained and subject to the Iberdrola Offer becoming unconditional and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' Infigen Stapled Securities the subject of the Pre-Bid Agreement) or where the TCI Funds' acceptance of their Infigen Stapled Securities into the Iberdrola Offer, together with acceptances submitted into any institutional acceptance facility, would result in Iberdrola Australia having a relevant interest in more than 50%. The Pre-Bid Agreement includes termination rights, including in certain circumstances if a superior offer emerges which is unmatched by Iberdrola Australia. The Pre-Bid Agreement, in addition to the Directors' decision to recommend the Iberdrola Offer, in the absence of a Superior Proposal, provides the Infigen Directors with a reasonable basis to consider that the Iberdrola Minimum Acceptance Condition is likely to be satisfied, unless a Superior Proposal emerges.

4 It is uncertain whether UAC has sufficient funding to complete the UAC Offer in circumstances where repayment of Infigen's Financing Arrangements is required as a result of UAC acquiring 50% or more of the Infigen Stapled Securities

UAC has stated in the UAC Bidder's Statement that it has equity funding commitments for \$677.9 million, which is the maximum amount that UAC would require to acquire each of

the Infigen Stapled Securities that it has made an offer to acquire⁴ at the UAC Offer Price of \$0.80 per Infigen Stapled Security and fund UAC's anticipated transaction costs in connection with the UAC Offer and its initial working capital requirements. As described above, however, the UAC Offer is premised on a Defeating Condition that relates to the non-exercise and waiver or release of potential change of control rights in Infigen's Financing Arrangements.

As described in section 9.9 of this Target's Statement, the UAC Offer may trigger change of control provisions in certain of Infigen's Financing Arrangements. In particular, the Corporate Facility is subject to a 'Review Event' that will be triggered in the event UAC acquires 50.1% of the Infigen Stapled Securities, and may, in certain circumstances, give the Corporate Facility Lenders the right to require early repayment of the Corporate Facility and the interest rates swaps related to the Corporate Facility may be terminated and substantial break costs may be payable. If the Corporate Facility Lenders do not waive any such rights that may arise as a result of the change of control, this would cause the relevant Defeating Condition to be incapable of satisfaction. The Defeating Condition is outside the control of Infigen and may have in fact already been breached given that section 9.7(e)(1) in the UAC Bidder's Statement requires that no financing party has any rights in relation to a change of control (regardless of the possibility of consent or waiver).

Given the above, in order for the UAC Offer to actually become unconditional, UAC may need to waive that Defeating Condition. It is not clear to Infigen that UAC has sufficient funds to refinance, repay or collateralise the relevant Financing Arrangements in circumstances where UAC waives the Defeating Condition described above, the UAC Offer becomes unconditional, UAC acquires a Relevant Interest in 50.1% or more of the Infigen Stapled Securities and the Corporate Facility Lenders and other counterparties exercise their repayment and other rights. Therefore, it is uncertain whether UAC has sufficient funds to complete the UAC Offer in circumstances where that Defeating Condition is not satisfied (which, again, is outside the control of Infigen).

UAC has not outlined in section 6.4 of the UAC Bidder's Statement its intentions in respect of the Financing Arrangements, specifically if repayment of the Corporate Facility is required as a result of the UAC Offer in circumstances where Infigen remains publicly listed with minority security holders.

In contrast, the Iberdrola Offer is not conditional on any such financing conditions and Iberdrola Australia has confirmed that it intends to, and has the capacity to, support or replace the Corporate Facility if required.

⁴This is all the Infigen Stapled Securities on issue at the Register Date that UAC does not already own, and the Infigen Stapled Securities that are issued from the period from the Register Date to the end of the Offer Period as a result of the vesting of the Performance Rights which are on issue at the Register Date (assuming these vest in accordance with their terms).

2. Frequently asked questions

This section answers some frequently asked questions about the UAC Offer. It is not intended to address all relevant issues for Infigen Security Holders. This section should be read together with all other parts of this Target's Statement.

Note: Section numbers refer to this Target's Statement unless otherwise indicated.

QUESTION	ANSWER	REFERENCE
What is this Target's Statement?	This Target's Statement is Infigen's formal response to the UAC Offer, including the recommendation of the Infigen Directors that Infigen Security Holders REJECT the UAC Offer.	N/A
What is the UAC Bidder's Statement?	The UAC Bidder's Statement is the bidder's statement dated 9 June 2020 prepared by UAC setting out the terms of the UAC Offer, a copy of which was lodged with ASIC and released to the ASX on 9 June 2020.	N/A
Who is making the UAC Offer?	<p>The offer is made by UAC.</p> <p>UAC is an Australian proprietary company owned by AC Energy Australia Pte Ltd (as to 75%) and UPC Renewables Australia Pty Ltd (as to 25%).</p> <p>UPC Renewables Australia Pty Ltd is operated as a joint venture between AC Energy and UPC, and trades under the name UPC \ AC Renewables Australia.</p> <p>AC Energy and UPC are multinational organisations that develop and operate renewable energy projects, generally focused on Asia Pacific.</p> <p>The ultimate holding company of UAC is Ayala Corporation. Ayala Corporation is a conglomerate company in the Philippines and is listed on the Philippine Stock Exchange.</p> <p>Further information in relation to UAC, AC Energy, UPC and the UAC Group is set out in section 6 of this Target's Statement and section 2 of the UAC Bidder's Statement.</p>	<p>Section 6</p> <p>Section 2 of the UAC Bidder's Statement</p>
What is UAC offering for the Infigen Stapled Securities?	A\$0.80 per Infigen Stapled Security (the UAC Offer Price will be reduced by the value of any distribution announced by Infigen on or following the Announcement Date if UAC decides not to rely on the Defeating Condition in respect of the announcement of the relevant distribution (see condition (p) in Attachment A of this Target's Statement)). Note that Infigen announced on 17 June 2020 that it would not pay a distribution for the half year ending 30 June 2020.	<p>Section 4</p> <p>Page 15 and section 9.1 of the UAC Bidder's Statement</p>

QUESTION	ANSWER	REFERENCE
What is UAC offering to buy?	<p>UAC is offering to buy some or all of your Infigen Stapled Securities, on the terms and conditions set out in section 9 of the UAC Bidder's Statement. UAC has stated that if you accept the UAC Offer for some of your Infigen Stapled Securities, you may still accept the UAC Offer for the balance of your Infigen Stapled Securities at any time during the Offer Period.</p> <p>The UAC Offer also extends to any Infigen Stapled Securities that are issued during the period from the Register Date to the end of the Offer Period in accordance with the terms of, or otherwise in connection with, the vesting of Performance Rights which are on issue at the Register Date.</p>	<p>Sections 4.1, 5.6 and 5.7</p> <p>Sections 4 and 9.1(a) of the UAC Bidder's Statement</p>
Is the UAC Offer subject to Defeating Conditions?	<p>Yes. The UAC Offer is subject to a range of Defeating Conditions described in section 9.7 of the UAC Bidder's Statement.</p> <p>The Defeating Conditions to the UAC Offer, including their status, are summarised in section 4.3 of this Target's Statement. The Defeating Conditions are set out in full at Attachment A of this Target's Statement and also in section 9.7 of the UAC Bidder's Statement.</p>	<p>Section 4.3 and Attachment A</p> <p>Section 9.7 of the UAC Bidder's Statement</p>
What happens if the Defeating Conditions are not fulfilled or waived?	If you accept the UAC Offer but the Defeating Conditions are not fulfilled or waived by UAC by the end of the Offer Period ⁵ , your acceptance of the UAC Offer will be void, the UAC Offer will lapse, your Infigen Stapled Securities will not be acquired by UAC and you will not receive any consideration from UAC. You will then be free to deal with your Infigen Stapled Securities as you see fit.	Sections 9.6 and 9.9(b) of the UAC Bidder's Statement
What happens if the Defeating Conditions are fulfilled or waived?	If the Defeating Conditions are fulfilled or waived by the end of the Offer Period ⁶ and you accepted the UAC Offer, you will receive the Offer Consideration from UAC (subject to the terms of the UAC Offer in the UAC Bidder's Statement).	Sections 9.6 and 9.9(b) of the UAC Bidder's Statement

⁵ Or, in the case of the Defeating Conditions relating to no Prescribed Occurrences, within three Business Days after the end of the Offer Period.

⁶ Or, in the case of the Defeating Conditions relating to no Prescribed Occurrences, within three Business Days after the end of the Offer Period.

QUESTION	ANSWER	REFERENCE
What happens if Infigen declares or pays a distribution before the end of the Offer Period?	<p>On 17 June 2020 Infigen announced that no distribution would be paid in respect of the half year ending 30 June 2020. See Infigen's ASX announcement on 17 June 2020 for more information.</p> <p>It is a condition of the UAC Offer that Infigen does not announce, make, declare or pay any distribution before the end of the Offer Period (see the Defeating Condition in section 9.7(p) of the UAC Bidder's Statement). If Infigen does any of those things:</p> <p>(a) UAC may elect not to waive this Defeating Condition, in which case the UAC Offer will lapse at the end of the Offer Period, your acceptance will be void, your Infigen Stapled Securities will not be acquired by UAC and you will not be paid the UAC Offer Price; or</p> <p>(b) UAC may elect to waive this Defeating Condition and acquire the Infigen Stapled Securities for which acceptances have been received (subject to the satisfaction or waiver of the other Defeating Conditions to the UAC Offer). In such circumstances, UAC will deduct from the Offer Consideration otherwise due to you under the UAC Offer the cash amount or value of the distribution. UAC will not deduct the value of any associated franking credits.</p>	Page 16 and section 9.7 of the UAC Bidder's Statement
Does UAC already have an interest in Infigen Stapled Securities?	<p>As at the Last Trading Date, UAC had disclosed that it had a Relevant Interest in 130,083,416 Infigen Stapled Securities or 13.40⁷% of the Infigen Stapled Securities on issue. UAC has beneficial ownership of 9.90⁸% of the Infigen Stapled Securities and an economic interest in a further 3.5⁹% of the Infigen Stapled Securities via a total return swap. The total return swap provides UAC with an option to acquire the underlying Infigen Stapled Securities conditional on receiving approval under the FATA which was received on 19 June 2020.</p> <p>See section 4.4 of the UAC Bidder's Statement for further details.</p>	Section 4.4 of the UAC Bidder's Statement

⁷ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

⁸ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

⁹ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

QUESTION	ANSWER	REFERENCE
What choices do I have as an Infigen Security Holder?	<p>As an Infigen Security Holder, you have the choice to:</p> <ul style="list-style-type: none"> (a) reject the UAC Offer by doing nothing; (b) accept the UAC Offer for some or all of your Infigen Stapled Securities. (c) sell some or all of your Infigen Stapled Securities on market (unless you have already accepted the UAC Offer and have not validly withdrawn your acceptance – see section 4.6 for more information); or (d) accept the Iberdrola Offer for your Infigen Stapled Securities (unless you have already accepted the UAC Offer and have not validly withdrawn your acceptance – see section 4.6 for more information). <p>There are several implications arising from each of the above choices. A summary of these implications is set out in section 3 of this Target's Statement.</p> <p>You should carefully consider the Infigen Directors' unanimous recommendation to REJECT the UAC Offer.</p> <p>You may wish to seek independent financial and taxation advice from your professional adviser in relation to the action you should take in relation to the UAC Offer.</p>	Section 3
What do the Infigen Directors recommend?	<p>The Infigen Directors unanimously recommend that you REJECT the UAC Offer by TAKING NO ACTION.</p> <p>The reasons for this recommendation are set out in section 1 of this Target's Statement.</p> <p>If there is any change to this recommendation or there are any material developments in relation to the UAC Offer, Infigen will lodge a supplementary Target's Statement.</p>	Section 1

QUESTION	ANSWER	REFERENCE
Why should I REJECT the UAC Offer?	<p>The Infigen Directors consider you should REJECT the UAC Offer because:</p> <ul style="list-style-type: none"> (a) Infigen has received the Iberdrola Offer, which offers a higher price for your Infigen Stapled Securities and the Infigen Directors believe is superior to the UAC Offer. The Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer, in the absence of a Superior Proposal. If you accept the UAC Offer, you will not be able to accept the Iberdrola Offer. (b) The UAC Offer is subject to highly prescriptive Defeating Conditions. Some of these Defeating Conditions have already been breached and others have not been breached but may not be capable of satisfaction. (c) Unlike the UAC Offer, the Iberdrola Offer is subject to limited defeating conditions, which the Infigen Directors believe are capable of satisfaction during the Iberdrola Offer Period. (d) It is uncertain whether UAC has sufficient funding to complete the UAC Offer in circumstances where repayment of certain of Infigen's Financing Arrangements is required as a result of UAC acquiring more than 50.1% of the Infigen Stapled Securities. <p>See section 1.2 of this Target's Statement for more details about these reasons.</p>	Section 1
How do I REJECT the UAC Offer?	To REJECT the UAC Offer, simply DO NOTHING and TAKE NO ACTION in relation to any documents sent to you by UAC.	N/A
Can I be forced to sell my Infigen Stapled Securities?	<p>You cannot be forced to sell your Infigen Stapled Securities unless UAC proceeds to compulsorily acquire Infigen Stapled Securities under Chapter 6A of the Corporations Act.</p> <p>In summary, UAC would need to acquire a Relevant Interest in at least 90% of Infigen Stapled Securities (under the UAC Offer or otherwise) in order to exercise compulsory acquisition rights. If you do not accept the UAC Offer but this occurs and UAC proceeds to compulsorily acquire all Infigen Stapled Securities on issue in which it does not have a Relevant Interest, then you will receive the same consideration from UAC as you could have received had you accepted the UAC Offer.</p>	Section 4.7

QUESTION	ANSWER	REFERENCE
What are the consequences of accepting the UAC Offer now?	<p>If you accept the UAC Offer, unless you become entitled to withdraw your acceptance (see below), you will give up your right to:</p> <ul style="list-style-type: none"> (a) accept the Iberdrola Offer which, as described in section 1.2 of this Target's Statement, the Infigen Directors believe is superior to the UAC Offer; (b) sell your Infigen Stapled Securities on market; or (c) otherwise deal with your Infigen Stapled Securities while the UAC Offer remains open. <p>UAC will also be entitled to all Rights (including distributions, if any) for as long as your acceptance remains valid.</p>	Section 3.2
If I accept, can I withdraw my acceptance of the UAC Offer?	<p>You only have limited rights to withdraw your acceptance of the UAC Offer.</p> <p>As the Defeating Condition in section 9.7(a) (Foreign Investment Review Board approval) of the UAC Bidder's Statement has been fulfilled, you will be unable to withdraw your acceptance, the contract resulting from your acceptance will be binding on you and you will be unable to withdraw your Infigen Stapled Securities from the UAC Offer or otherwise dispose of your Infigen Stapled Securities, except in certain circumstances set out in section 9.5 of the UAC Bidder's Statement.</p>	<p>Section 4.6</p> <p>Sections 9.5 and 9.7(a) of the UAC Bidder's Statement</p>
When does the UAC Offer close?	The UAC Offer is currently scheduled to close at 7:00 pm (Sydney, Australia time) on 24 July 2020, unless it is extended or withdrawn in accordance with the Corporations Act.	Section 4.2
Can UAC withdraw the UAC Offer?	<p>UAC may only withdraw the UAC Offer with the written consent of ASIC and subject to the conditions (if any) specified in such consent.</p> <p>If, at the time the UAC Offer is withdrawn, all the conditions in section 9.7 of the UAC Bidder's Statement have been freed, all contracts arising from acceptance of the UAC Offer before it was withdrawn will remain enforceable.</p> <p>If, at the time the UAC Offer is withdrawn, the UAC Offer remains subject to one or more of the conditions in section 9.7 of the UAC Bidder's Statement, all contracts arising from its acceptance will become void (whether or not the events referred to in the relevant conditions have occurred).</p>	Section 9.11 of the UAC Bidder's Statement

QUESTION	ANSWER	REFERENCE
When will you be sent the Offer Consideration?	<p>If you accept the UAC Offer, you will not receive the Offer Consideration unless all Defeating Conditions are waived or satisfied (as applicable) before the end of the Offer Period.¹⁰</p> <p>Subject to the Corporations Act and you providing UAC with any documents required to be given with your acceptance to enable UAC to become the holder of your Infigen Stapled Securities (such as a power of attorney), if you accept the UAC Offer, UAC will pay you the Offer Consideration on or before the earlier of:</p> <ul style="list-style-type: none"> (a) one month after you accept the UAC Offer or one month after the UAC Offer becomes unconditional (whichever is later); and (b) 21 days after the end of the Offer Period. 	<p>Section 4.9</p> <p>Section 9.6 of the UAC Bidder's Statement</p>
What are the sources of the Offer Consideration?	UAC has stated that the consideration for the acquisition of the Infigen Stapled Securities to which the UAC Offer relates will be satisfied wholly in cash.	Section 5 of the UAC Bidder's Statement
What are the tax implications of accepting the UAC Offer?	<p>A general outline of the tax implications of accepting the UAC Offer is set out in section 8 of this Target's Statement and section 7 of the UAC Bidder's Statement.</p> <p>As those sections provide a general overview only, Infigen Security Holders should seek their own personal advice on the taxation implications applicable to their circumstances.</p>	<p>Section 8</p> <p>Section 7 of the UAC Bidder's Statement</p>
Is there a number I can call if I have any questions?	If you have any queries regarding the UAC Offer, please contact the Infigen Security Holder Information Line on 1300 540 303 (for calls made from within Australia) or +61 2 8022 7955 (for calls made from outside Australia) on Monday to Friday between 9.00 am and 5.00 pm (Sydney, Australia time).	N/A

¹⁰ Or, in the case of the Defeating Conditions relating to no Prescribed Occurrences, within three Business Days after the end of the Offer Period.

3. Your choices as an Infigen Security Holder

The Infigen Directors unanimously recommend that you **REJECT** the UAC Offer. The Infigen Directors believe that the Iberdrola Offer is superior to the UAC Offer for the reasons set out in section 1 of this Target's Statement.

Infigen encourages you to consider your personal risk profile, investment objectives and tax and financial circumstances before making any decision in relation to your Infigen Stapled Securities.

As an Infigen Security Holder, you have the following four choices available to you in relation to the UAC Offer:

3.1 Option 1 – REJECT the UAC Offer by DOING NOTHING

If you do not wish to accept the UAC Offer, simply do nothing.

If you want to retain your Infigen Stapled Securities, simply do nothing.

3.2 Option 2 – Accept the UAC Offer

For the reasons described in section 1 of this Target's Statement, the Infigen Directors unanimously recommend that you **REJECT** the UAC Offer.

However, Infigen Security Holders may elect to accept the UAC Offer in relation to some or all of their Infigen Stapled Securities at any time during the Offer Period.

If you accept the UAC Offer:

- (a) you will not be able to accept the Iberdrola Offer or any potential superior proposal for your Infigen Stapled Securities from a third party (although there is no certainty as to whether this will occur), unless the UAC Offer remains conditional and you are able to withdraw your acceptance (see section 4.6 of this Target's Statement for more information);
- (b) you will not receive the Offer Consideration unless and until each of the Defeating Conditions is satisfied or waived;
- (c) you will lose your exposure to any future growth potential of Infigen, although there can be no certainty this will occur and there are risks associated with an investment in Infigen (refer to the risks factors in section 7 of this Target's Statement for more information);
- (d) you may be liable to pay tax on the disposal of your Infigen Stapled Securities (refer to section 8 of this Target's Statement and section 7 of the UAC Bidder's Statement for further details of the tax consequences of accepting the UAC Offer);
- (e) you may:
 - (i) do so in relation to some or all of your Infigen Stapled Securities; and / or
 - (ii) do so at any time during the Offer Period;
- (f) UAC will be entitled to all Rights (including distributions, if any) for as long as your acceptance remains valid; and
- (g) you will only have limited rights to withdraw your acceptance of the UAC Offer (see section 4.6 of this Target's Statement for more information).

Infigen Security Holders should note that, if UAC and its Associates have a Relevant Interest in at least 90% of all Infigen Stapled Securities during or at the end of the Offer Period, UAC will be entitled to compulsorily acquire the Infigen Stapled Securities that it does not already own (see section 4.7 of this Target's Statement).

Infigen Security Holders who wish to accept the UAC Offer should refer to the UAC Bidder's Statement for instructions on how to do so.

3.3 Option 3 – Sell your Infigen Stapled Securities on market

You can sell your Infigen Stapled Securities on market at any time, but only if you have not accepted the UAC Offer. If you sell your Infigen Stapled Securities on market, you:

- (a) should be paid in 2 business days (in accordance with the ASX's "T+2" settlement cycle) at the price you have sold the Infigen Stapled Securities;
- (b) may incur a brokerage charge;
- (c) may be liable to pay tax on the disposal of your Infigen Stapled Securities;
- (d) will not receive the possible benefits of:
 - (i) accepting the higher priced Iberdrola Offer; or
 - (ii) any potential superior proposal for your Infigen Stapled Securities from a third party or any potential higher offer from UAC (although there is no certainty as to whether this will occur).

You should seek your own specific professional advice regarding the financial and taxation consequences of selling your Infigen Stapled Securities on market.

3.4 Option 4 – Accept the Iberdrola Offer

If you want to accept the Iberdrola Offer, simply do nothing at this stage and take no action in relation to any documents sent to you by UAC.

Further information about the Iberdrola Offer, including the reasons for the Infigen Directors' recommendation in respect of that offer and information about how to accept the Iberdrola Offer, will be set out in the Iberdrola Offer Target's Statement, a copy of which will be released to the ASX and will then be available on Infigen's website (www.infigenenergy.com).

4. About the UAC Offer

4.1 Summary of the UAC Offer

UAC is offering \$0.80 per Infigen Stapled Security. The UAC Offer Price is stated to be reduced by the value of any distribution announced by Infigen on or following the Announcement Date assuming that UAC decides not to rely on the Defeating Condition in respect of the announcement of the relevant distribution (see condition (p) in Attachment A of this Target's Statement). The Infigen Directors have determined not to pay a distribution in respect of the half year ending 30 June 2020. Refer to Infigen's ASX Announcement on 17 June 2020 for more information.

The UAC Offer is made for:

- (a) all Infigen Stapled Securities in existence as at 7:00 pm (Sydney, Australia time) on 10 June 2020; and
- (b) any Infigen Stapled Securities that are issued during the period from the Register Date to the end of the Offer Period in accordance with the terms of, or otherwise in connection with, the vesting of Performance Rights which are on issue at the Register Date,

on the terms set out in section 9 of the UAC Bidder's Statement.

You may accept the UAC Offer in respect of some or all of your Infigen Stapled Securities. If you accept the UAC Offer for some of your Infigen Stapled Securities, you may still accept the UAC Offer for the balance of your Infigen Stapled Securities at any time during the Offer Period.

4.2 Offer Period

The UAC Offer is open for acceptance from 23 June 2020, until 7.00pm (Sydney, Australia time) on 24 July 2020, unless extended or withdrawn.

While the UAC Offer is subject to the Defeating Conditions, UAC may extend the Offer Period at any time:

- (a) before giving the notice of status of the Defeating Conditions, which, as at the date of this Target's Statement, must be given by 16 July 2020;¹¹ and
- (b) after giving the notice of status of Defeating Conditions in the circumstances described in section 650C(2) of the Corporations Act.

However, if the UAC Offer is unconditional (that is, all the Defeating Conditions are satisfied or waived), UAC may extend the Offer Period at any time before the end of the Offer Period.

In addition, there will be an automatic extension of the Offer Period if, within the last seven days of the Offer Period:

- (a) UAC improves the consideration offered under the UAC Offer; or
- (b) UAC's voting power in Infigen increases to more than 50%.

If either of these two events occur, the Offer Period is automatically extended so that it ends 14 days after the relevant event occurs.

¹¹ Subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended.

Before you accept the UAC Offer, UAC may withdraw the UAC Offer with the written consent of ASIC, subject to the conditions (if any) specified in such consent.

Subject to applicable laws, UAC may waive all of the Defeating Conditions at any time during the Offer Period.

In the case of the Defeating Conditions relating to no Prescribed Occurrences, any such waiver may occur within three Business Days after the end of the Offer Period.¹²

4.3 Defeating Conditions of the UAC Offer

The UAC Offer is subject to the satisfaction or waiver (as applicable) of various Defeating Conditions.

Many of these Defeating Conditions are wholly or partly out of Infigen's control or restrict the way Infigen can carry out its business in the ordinary course. There can be no certainty whether these Defeating Conditions will be satisfied, or the length of time that will pass before these Defeating Conditions are satisfied.

As described below, certain of these Defeating Conditions have either already been breached or have not been breached but may not be capable of being satisfied. UAC has, in the UAC Bidder's Statement, reserved its rights to rely on the breaches of the Defeating Conditions.

The Defeating Conditions are set out in full in Attachment A to this Target's Statement and in section 9.7 of the UAC Bidder's Statement. A summary of certain key Defeating Conditions, which Infigen considers will not be, or are unlikely to be, satisfied is set out below:

¹² If the Offer Period is extended, this date will be taken to be postponed for the same period.

Defeating Condition	Status
<p>The non-existence, and / or non-exercise and waiver or release of, potential change of control and other related provisions and rights in Infigen's Financing Arrangements</p> <p>(Defeating Condition (h) in Attachment A of this Target's Statement)</p>	<p>As described in section 9.9 of this Target's Statement:</p> <ul style="list-style-type: none"> (a) The Corporate Facility is subject to a 'Review Event' that will be triggered in the event UAC acquires 50.1% of the Infigen Stapled Securities, and may, in certain circumstances, lead to the Corporate Facility Lenders having the right to require early repayment of the Corporate Facility and the interest rates swaps related to the Corporate Facility may be terminated and substantial break costs may be payable. (b) The ARENA Funding Arrangement may need to be repaid if UAC acquires control of Infigen. (c) Counterparties to the ISDA Master Agreements may have rights arising under standard "credit event upon merger" provisions if UAC acquires a majority of Infigen Stapled Securities. <p>Satisfaction of this Defeating Condition is outside the control of Infigen and may have already been breached given that section 9.7(e)(1) in the UAC Bidder's Statement requires that no financing party has any rights in relation to a change of control under the Financing Arrangements (regardless of the possibility of consent or waiver).</p> <p>It is also not within Infigen's control to grant waivers of the rights described above or otherwise procure any related consents from the financing parties and there is no certainty that Infigen will be able to obtain the relevant waivers, releases or consents in respect of the Financing Arrangements. Accordingly, it is also not certain whether this Defeating Condition will be satisfied in this respect.</p> <p>The Iberdrola Offer is not conditional on obtaining any waivers, releases or consents in respect of the Financing Arrangements.</p>

Defeating Condition	Status
<p>No changes in the conduct of the Infigen Group's business or entry into other contractual arrangements</p> <p>(Defeating Condition (j) in Attachment A of this Target's Statement)</p>	<p>The UAC Offer is conditional on Infigen complying with a number of highly prescriptive restrictive covenants some of which have 'hair-triggers' that could be breached by the Infigen Group carrying out its business in the ordinary course and in the best interests of Infigen Security Holders.</p> <p>Two examples of this, as set out in section 1.2 of paragraph 2 of this Target's Statement, are:</p> <ul style="list-style-type: none"> (a) the lease of 120 MW of aero-derivative gas turbine equipment from the South Australian Government, which Infigen announced to the ASX on 28 August 2019 that it had agreed to lease; or (b) any contract to sell electricity or LGCs (including for a duration of more than 12 months) which cannot be terminated on less than 12 months' notice without penalty, <p>which may breach this Defeating Condition, despite being entirely consistent with Infigen's business strategy to deliver clean reliable energy in Australia.</p> <p>Accordingly, this Defeating Condition is unlikely to be satisfied.</p> <p>There is no equivalent condition to the Iberdrola Offer. Iberdrola Australia and Infigen did agree on a set of carefully negotiated restrictive covenants in the Bid Implementation Agreement which allow Infigen to operate its business in the best interests of Infigen Security Holders during the Iberdrola Offer.</p>
<p>Equal access to any information that Infigen may provide to any other person in connection with a potential Competing Proposal</p> <p>(Defeating Condition (n) in Attachment A of this Target's Statement)</p>	<p>This Defeating Condition has been breached with respect to Infigen's engagement with Iberdrola. This occurred prior to the UAC Offer and continued after it was made. Infigen is not under a legal obligation to provide any information to UAC and is, in fact, restricted from doing so unless Infigen's Board determines that one of the fiduciary exceptions in the Bid Implementation Agreement with Iberdrola Australia were to apply.</p>

4.4 Effect of non-satisfaction of a Defeating Condition

If any Defeating Condition is not satisfied or waived prior to the end of the Offer Period, the UAC Offer will lapse, and all acceptances of the UAC Offer will be void and have no effect. If that occurs, Infigen Security Holders who accepted the UAC Offer, contrary to the Infigen Directors' recommendation, will not be paid the UAC Offer Price.

4.5 Effect of acceptance

The effect of accepting the UAC Offer is described in section 3.2 of this Target's Statement and section 9 of the UAC Bidder's Statement. Infigen Security Holders should read these provisions in full to

understand the effect that acceptances will have on their ability to exercise the Rights attaching to their Infigen Stapled Securities and the representations and warranties which they give by accepting the UAC Offer.

4.6 Your ability to withdraw your acceptance

You only have limited rights to withdraw your acceptance of the UAC Offer.

As the Defeating Condition in section 9.7(a) (Foreign Investment Review Board approval) of the UAC Bidder's Statement has been fulfilled, you will be unable to withdraw your acceptance, the contract resulting from your acceptance will be binding on you and you will be unable to withdraw your Infigen Stapled Securities from the UAC Offer or otherwise dispose of your Infigen Stapled Securities, except in certain circumstances set out in section 9.5 of the UAC Bidder's Statement.

In summary, you may only otherwise withdraw your acceptance of the UAC Offer if UAC varies the UAC Offer in a way that postpones, for more than one month, the time when UAC needs to meet its obligations under the UAC Offer. This will occur if UAC extends the Offer Period by more than one month and the UAC Offer is still subject to Defeating Conditions.

4.7 Consequences of UAC acquiring 90% or more of Infigen's Stapled Securities

If UAC acquires 90% of all Infigen Stapled Securities (by number) and the UAC Offer becomes unconditional, UAC will be entitled to compulsorily acquire all outstanding Infigen Stapled Securities which it does not already hold a Relevant Interest in. UAC's intentions with respect to compulsory acquisition are set out in section 6.3 of the UAC Bidder's Statement. In summary, UAC has stated that if it becomes entitled to do so under the Corporations Act, it intends to give notices to compulsorily acquire any outstanding Infigen Stapled Securities in accordance with Part 6A.1 of the Corporations Act (**Post Bid Compulsory Acquisition**).

If UAC does not become entitled to undertake a Post Bid Compulsory Acquisition, UAC may nevertheless become entitled to exercise general compulsory acquisition rights under Part 6B.2 of the Corporations Act if it subsequently acquires sufficient Infigen Stapled Securities to give it a Relevant Interest in 90% (by number) of Infigen Stapled Securities (**General Compulsory Acquisition**).

(a) Post Bid Compulsory Acquisition

UAC will be entitled to compulsorily acquire any Infigen Stapled Securities in respect of which it has not received an acceptance of the UAC Offer on the same terms as the UAC Offer if, during or at the end of the Offer Period, UAC (together with its Associates):

- (i) has a Relevant Interest in at least 90% (by number) of the Infigen Stapled Securities; and
- (ii) has acquired at least 75% (by number) of the Infigen Stapled Securities that UAC offered to acquire under the UAC Offer.

If these thresholds are met, UAC will have up to one month after the end of the Offer Period within which to give compulsory acquisition notices to Infigen Security Holders who have not accepted the UAC Offer. Infigen Security Holders have statutory rights to challenge the compulsory acquisition, subject to the Corporations Act.

(b) General Compulsory Acquisition

If UAC does not become entitled to proceed to Post Bid Compulsory Acquisition, UAC will nevertheless become entitled to compulsorily acquire any outstanding Infigen Stapled Securities if UAC's voting power in Infigen is at least 90%, and UAC (either in its own right or through Related Bodies Corporate) acquires full beneficial interests in at least 90% (by value) of the aggregate of all Infigen Stapled Securities, and:

- (i) UAC lodges a compulsory acquisition notice with ASIC within six months of achieving that 90% holding;
- (ii) UAC proposes a cash sum for the compulsory acquisition of the Infigen Stapled Securities; and
- (iii) UAC obtains the report of an expert stating whether, in the expert's opinion, the terms proposed in the notice represent fair value for the Infigen Stapled Securities.

If Infigen Security Holders with at least 10% of Infigen Stapled Securities the subject of the compulsory acquisition notice object to the acquisition before the end of the one-month objection period, UAC may apply to a court for approval of the acquisition of the Infigen Stapled Securities the subject of the compulsory acquisition notice.

4.8 Consequences of UAC acquiring more than 50% but less than 90% of Infigen Stapled Securities

The UAC Offer is not subject to a minimum acceptance condition. If UAC acquires more than 50% but less than 90% of all Infigen Stapled Securities, then, assuming all Defeating Conditions of the UAC Offer are satisfied or waived, UAC will acquire a majority security holding in Infigen and effectively control Infigen, but will not be entitled to compulsorily acquire the remaining Infigen Stapled Securities. The Iberdrola Offer is subject to a minimum acceptance condition, under which Iberdrola Australia must have a Relevant Interest in more than 50% of all Infigen Stapled Securities at the end of the offer period in respect of the Iberdrola Offer (**Iberdrola Minimum Acceptance Condition**). If UAC acquires more than 50% of all Infigen Stapled Securities under the UAC Offer, this will result in the Iberdrola Minimum Acceptance Condition not being able to be satisfied unless UAC accepts the Iberdrola Offer. In these circumstances, if the Iberdrola Minimum Acceptance Condition is not waived by Iberdrola Australia, the Iberdrola Offer will lapse, and all acceptances of the Iberdrola Offer will be void and have no effect.

If UAC acquires a majority security holding in Infigen but is not entitled to compulsorily acquire the remaining Infigen Stapled Securities, Infigen Security Holders who do not accept the UAC Offer will become minority Infigen Security Holders. This has a number of possible implications, including:

- (a) UAC will be in a position to cast the majority of votes at a general meeting of IEL or a meeting of unitholders of IET. This will enable it to control the composition of the Board of Directors of IEL and senior management, determine Infigen's distribution policy and control the strategic direction of the businesses of the Infigen Group;
- (b) the Infigen Stapled Security price may change immediately following the end of the Offer Period as a change in control of Infigen will have occurred. It is not known whether the price of Infigen Stapled Securities would be higher or lower than the UAC Offer Price subsequent to a change in control of Infigen. However, the fact that a change in control of Infigen has occurred may mean that any offer from UAC for the remaining Infigen Stapled Securities that it does not own in the future may not contain a control premium;
- (c) liquidity in trading of Infigen Stapled Securities on the ASX may be lower than at present;

- (d) if the number of Infigen Security Holders is less than that required by the ASX Listing Rules to maintain an ASX listing, then UAC has stated in section 6.4 of the UAC Bidder's Statement that it will seek to have Infigen removed from the official list of the ASX. If this occurs, Infigen Stapled Securities will not be able to be bought or sold on the ASX, and will only be able to be bought or sold privately;
- (e) the potential material synergies referred to by UAC in section 2.5 of the UAC Bidder's Statement may not be achieved and UAC may not be able to implement its stated intentions in relation to Infigen's business;
- (f) if UAC acquires 75% or more of the Infigen Stapled Securities, it will be able to pass a special resolution of IEL or IET. This will enable UAC to, among other things, change IEL's or IET's constitution and may enable UAC to delist Infigen from the ASX. Infigen notes that, as disclosed in section 9.2 of this Target's Statement, as at the Last Trading Date, TCI held voting power in 33.09% of the Infigen Stapled Securities on issue. If TCI did not accept the UAC Offer and retained its Infigen Stapled Securities, UAC and TCI would, together, hold voting power in over 75% of the Infigen Stapled Securities on issue; and
- (g) as described in section 9.9 of this Target's Statement, in particular, there is a risk that the Corporate Facility Lenders do not waive their rights under the change of control provisions in the Corporate Facility described in section 9.9 of this Target's Statement and require early repayment of the Corporate Facility, exposing minority Infigen Security Holders and Infigen to the risk of Infigen not being able to refinance or repay the Corporate Facility within the required timeframe and the interest rates swaps related to the Corporate Facility may be terminated and substantial break costs may be payable. There is also a risk that an Infigen Group Member may have to repay grant funding received from ARENA under the ARENA Funding Arrangement and that a counterparty to an ISDA Master Agreement described in section 9.9 of this Target's Statement will terminate the outstanding transactions governed by its ISDA Master Agreement, in which case any unpaid amounts owed under the relevant ISDA Master Agreement and termination related payments will be payable. As described in section 1.2 of this Target's Statement, UAC has not outlined in section 6.4 of the UAC Bidder's Statement (Intentions for Infigen if UAC acquires a Relevant Interest in more than 50% but less than 90% of the Infigen Stapled Securities) its intentions in respect to the Financing Arrangements if repayment of the Corporate Facility is required as a result of or in connection with the UAC Offer but where Infigen remains publicly listed with minority security holders.

4.9 When you will receive the Offer Consideration

You will not receive the Offer Consideration unless all Defeating Conditions are waived or satisfied before the end of the Offer Period.¹³

Subject to the Corporations Act and you providing UAC with any documents required to be given with your acceptance to enable UAC to become the holder of your Infigen Stapled Securities (such as a power of attorney), if you accept the UAC Offer, UAC will pay your Offer Consideration for your Infigen Stapled Securities to which UAC acquires good title on or before the earlier of:

- (a) one month after you accept the UAC Offer, or one month after the UAC Offer becomes unconditional (whichever is later); and
- (b) 21 days after the end of the Offer Period.

¹³ Or, in the case of the Defeating Conditions relating to no Prescribed Occurrences, within three Business Days after the end of the Offer Period.

Refer to section 9.6 of the UAC Bidder's Statement for further details on when you will be provided with your Offer Consideration by UAC.

5. Information relating to Infigen and the Infigen Group

5.1 Overview of Infigen

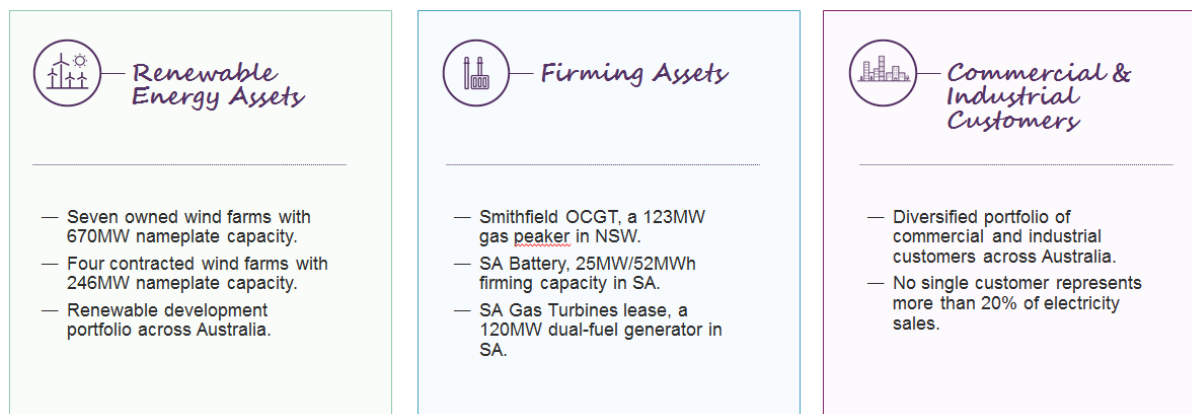
Infigen operates an Australian renewable energy business. Infigen generates and sources renewable energy, increases the value of intermittent renewables by firming, and provides customers with clean, reliable and competitively priced energy solutions.

Infigen generates renewable energy from its owned wind farms in New South Wales, South Australia and Western Australia. Infigen also sources renewable energy from third party renewable projects under its 'Capital Lite' strategy. Infigen increases the value of intermittent renewables by firming them from its 123 MW Smithfield open cycle gas turbine (**OCGT**) facility in Western Sydney, NSW, its 25 MW / 52 MWh battery at Lake Bonney, SA and will do so from the 120 MW of gas turbines it will be leasing from the South Australian Government commencing in early FY21.

Infigen sells electricity and Large-Scale Generation Certificates (**LGCs**) through retail channels to commercial and industrial (**C&I**) customers, into the National Electricity Market (**NEM**) spot market, wholesale markets and via run of plant power purchase agreements (**PPAs**).

Infigen's energy retailing licences are held in the NEM regions of New South Wales (including the Australian Capital Territory), Queensland, South Australia, and Victoria.

Infigen is a proud and active supporter of the communities in which it operates.



5.2 Renewable energy generation

Infigen generates renewable energy from its fleet of owned wind farms. With a total of 670 MW of nameplate capacity, it is one of the largest renewable energy fleets in Australia.

Infigen also sources renewable energy from third parties where Infigen contracts to purchase their output under PPAs. This diversifies Infigen's supply and enables it to serve a growing customer base.

Owned renewable energy assets

Infigen has a portfolio of seven owned wind farm assets:

- (a) Alinta Wind Farm (also referred to as Walkaway Wind Farm) - 89.1 MW wind farm located in the central west region of Western Australia, approximately 30 km south east of Geraldton;

- (b) Bodangora Wind Farm - 113.2 MW wind farm located approximately 15 km east of Wellington, near Dubbo in New South Wales;
- (c) Capital Wind Farm - 140.7 MW wind farm located approximately 10 km north of Bungendore in New South Wales;
- (d) Lake Bonney Wind Farms 1, 2 and 3 - total 278.5 MW wind farms located on the Woakwine Range, near Millicent in South Australia; and
- (e) Woodlawn Wind Farm - 48.3 MW wind farm, located adjacent to the Capital Wind Farm.

Development renewable energy portfolio

Infigen has a portfolio of wind farm development assets. Notable developments include:

- (a) Capital 2 Wind Farm - proposed c. 100 MW wind farm in New South Wales that would be co-located with the existing Capital and Woodlawn Wind Farms. Development Approval for the project was granted in 2011;
- (b) Flyers Creek Wind Farm - proposed c. 145 MW wind farm located 20km south west of Orange in New South Wales. Development Approval for the project was granted in 2014; and
- (c) Woakwine Wind Farm - proposed c. 300 MW wind farm located along the same ridgeline as Infigen's Lake Bonney Wind Farms.

Contracted renewable energy assets

Infigen sources renewable energy under the following run of plant PPAs:

- (a) Kiata Wind Farm - 31 MW located 50 km north west of Horsham in Victoria jointly owned by Windlab, John Laing Infrastructure and the local farming community. Infigen's PPA is for electricity only and concludes in August 2023;
- (b) Toora Wind Farm - 21 MW located 100 km south west of Melbourne in Victoria owned by RATCH-Australia. Infigen's PPA is for electricity only and concludes in December 2022;
- (c) Cherry Tree Wind Farm - 57.6 MW located near Seymour in Victoria owned by John Laing Infrastructure. The wind farm is currently under construction with completion expected in Winter 2020. Infigen's PPA is for electricity and LGCs / other green products and has a term of 15 years from completion of commissioning of the wind farm; and
- (d) Collector Wind Farm – 136 MW of capacity of the 227 MW wind farm located between the towns of Collector and Gunning in New South Wales owned by RATCH-Australia. The wind farm is currently under construction with completion expected in 2021. Infigen's PPA is for electricity and LGCs / other green products and concludes in December 2030.

Firming assets

Infigen adds value through firming because renewable energy is inherently intermittent, and because customers need electricity on demand. Flexible, fast-start assets are needed to manage intermittency risks.

Infigen's firming portfolio comprises:

- (a) SA Battery - 25 MW / 52 MWh Battery Energy Storage System co-located with the Lake Bonney Wind Farms in South Australia. The battery was energised in late 2019;

- (b) Smithfield OCGT - 123 MW gas peaker located in Western Sydney, NSW. Smithfield OCGT was acquired by Infigen in May 2019; and
- (c) South Australian Gas Turbines - 120 MW of aero-derivative gas turbine equipment to be leased from the South Australian Government for a period of 25 years. The lease is expected to commence in early FY21.

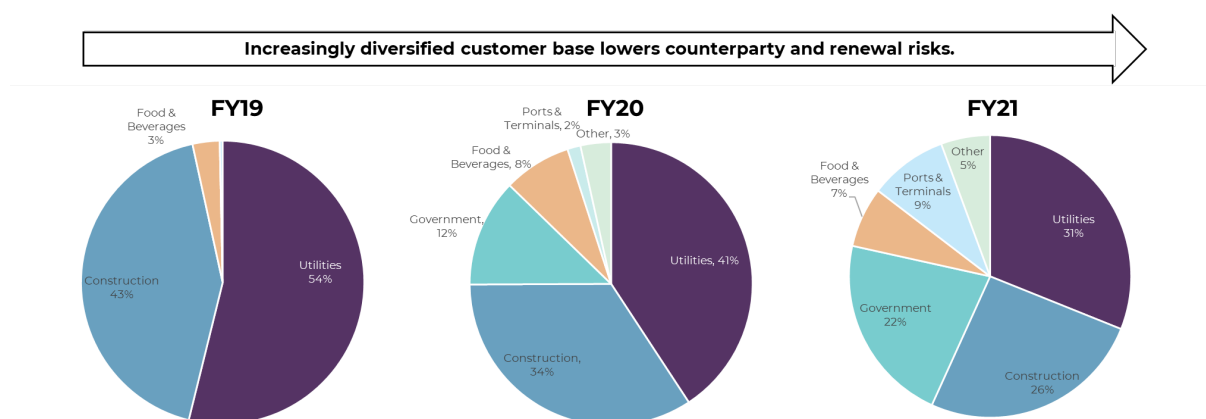
5.3 Retailing Strategy

By combining renewable generators with fast start firming assets, Infigen provides customers with firm supplies of clean energy.



Infigen has successfully entered the C&I retailing market and has acquired a meaningful customer base in the years it has been operating in this market.

Infigen's customer base has transitioned from being dominated by utilities customers and companies in the construction sector, to being diversified across other sectors such as food and beverages, infrastructure and government, as illustrated in the schematic below.¹⁴



Note: Data represents customer diversification by sector within Infigen's C&I channel to market for electricity. The percentages are based on each customer's contracted volume. Additional diversification provided via PPA and merchant channels to market.

¹⁴ Data presented as at 21 February 2020.

Smithfield OCGT and the SA Battery have enabled higher levels of electricity contracting, increasing reliability of revenues and improving quality of earnings. Once the lease of the South Australian Gas Turbines commences, even greater volumes of C&I contracting will be possible.

5.4 Director and senior management profiles

As at the date of this Target's Statement, the Infigen Directors and senior management profiles are as follows:

- (a) **Leonard (Len) Gill (Non-Executive Chairman):** Len was appointed an Independent Non-Executive Director of Infigen in June 2017 and subsequently elected Chairman effective 31 December 2017. Len is also a member of the Nomination & Remuneration Committee. Len is a professional non-executive director with a 40-plus year career in the electricity, gas and infrastructure industries. He also provides energy and management consultancy services. Len is currently a Non-Executive Director of Family Life, a community support services charity. His previous roles include Chairman of Alinta Energy, Chairman of Metgasco, Non-Executive Director of Ecogen Energy Pty Ltd, Non-Executive Director of Ampetus Energy Pty Ltd, Non-Executive Director of WDS Limited, Non-Executive Director of Verve Energy, Managing Director and CEO of TXU Australia and Chairman of South East Australian Gas Pty Ltd. Len holds a Bachelor of Engineering (Civil) from the University of Melbourne and is a Member of the Australian Institute of Company Directors.
- (b) **Philip Green (Non-Executive Director):** Philip was appointed a Non-Executive Director of Infigen in November 2010. Philip is also a member of the Audit, Risk & Compliance Committee. Philip is a Partner of TCI Advisory Services LLP, an advisor to TCI Funds, a substantial Infigen Security Holder. Philip joined TCI Advisory Services LLP in 2007 and his responsibilities include TCI's global utility, renewable energy and infrastructure investments. Prior to joining TCI, Philip led European Utilities equity research at Goldman Sachs, Merrill Lynch and Lehman Brothers over a 12-year period. Philip is a UK Chartered Accountant (ACA) and has a Bachelor of Science (Hons) in Geotechnical Engineering.
- (c) **Mark Chellew (Non-Executive Director):** Mark was appointed an Independent Non-Executive Director of Infigen in September 2017 and subsequently Chairman of the Nomination & Remuneration Committee effective 31 December 2017. Mark is also a member of the Audit, Risk & Compliance Committee. Mark has over 30 years of experience in the building materials and related industries, including roles such as Managing Director of Blue Circle Cement in the United Kingdom and senior management positions within the CSR group of companies in Australia and the United Kingdom. Mark is the former Managing Director and Chief Executive Officer of Adelaide Brighton Limited, a position he held for over 12 years before his retirement from the role in May 2014. Mark has been an Independent Non-Executive Director of Cleanaway Waste Management Limited since March 2013 and became Chairman in September 2016. Mark is also an Independent Non-Executive Director of Caltex Australia Limited (appointed April 2018). Mark holds a Bachelor of Science (Ceramic Engineering), Master of Engineering (Mechanical Engineering) and Graduate Diploma in Management.
- (d) **Emma Stein (Non-Executive Director):** Emma was appointed an Independent Non-Executive Director of Infigen in September 2017 and is the Chairman of the Audit, Risk & Compliance Committee. Emma is also a member of the Nomination & Remuneration Committee. Emma has significant corporate and operational experience within energy, fuel and industrial markets, and was previously the UK Managing Director for French utility Gaz de France's gas and electricity retailing operations. Prior to this, Emma was Managing Director of British Fuels - Gas, the first independent company to gain a domestic retail licence following the deregulation of the UK's energy markets in the 1990's. Since moving to Australia in 2003, Emma has been an independent Non-Executive Director on the boards of companies in the oil and gas,

resources, energy and energy infrastructure, engineering, waste management and facility management sectors. Emma currently serves as a Non-Executive Director of Alumina Limited (appointed February 2011), Cleanaway Waste Management Limited (appointed August 2011) and Adelaide Brighton Limited (appointed October 2019). Emma is a former Non-Executive Director of Programmed Maintenance Services Limited, Transfield Services Infrastructure Fund, Clough Limited and the DUET Group. Emma holds tertiary qualifications in Science and a Master of Business Administration (MBA). Emma is an Honorary Fellow of the University of Western Sydney and a Fellow of the Australian Institute of Company Directors.

- (e) **Karen Smith-Pomeroy (Non-Executive Director):** Karen was appointed an Independent Non-Executive Director of Infigen in December 2018. Karen is also a member of the Audit, Risk & Compliance Committee. Karen is an experienced non-executive director, with involvement in the energy, property and financial services sectors. She has significant experience as a senior executive in the financial services sector and in excess of 10 years working directly with energy businesses. Karen has specific expertise in risk and governance, deep expertise in credit risk and specialist knowledge of a number of industry sectors, including energy and infrastructure. Karen is currently a non-executive director of Kina Securities Limited, Stanwell Corporation Limited, and Queensland Treasury Corporation (Capital Markets Board). She is a former non-executive director of CS Energy Ltd and Tarong Energy Corporation Ltd. Karen holds accounting qualifications and is a Graduate of the Advanced Risk Management Course Wharton College, University of Pennsylvania, USA. Karen is also a Fellow of the Institute of Public Accountants, Fellow of the Financial Services Institute of Australasia, and a Graduate of the Australian Institute of Company Directors.
- (f) **Ross Rolfe AO (Chief Executive Officer / Managing Director):** Ross is the Chief Executive Officer / Managing Director of Infigen. Before his appointment as Chief Executive Officer / Managing Director in November 2016, Ross was an Independent Non-Executive Director of Infigen from September 2011. Ross has broad experience in the Australian energy and infrastructure sectors in senior management, government and strategic roles. In August 2008 Ross was appointed to the position of Chief Executive Officer of Alinta Energy. Ross completed a capital restructuring of the business and stepped down from the CEO and Managing Director role in April 2011. Prior to that appointment, Ross held the position of Director General of a range of Queensland Government Departments, including Premier and Cabinet, State Development, and Environment and Heritage, as well as the position of Co-ordinator General. Ross was also the Chief Executive Officer of Stanwell Corporation, one of Queensland's largest energy generation companies from 2001 until 2005. Ross was previously Chairman of WDS Limited and CS Energy, and a non-executive director of CMI Limited and Thiess Pty Ltd. Ross is currently Chairman of the North Queensland Airport Group.
- (g) **Sylvia Wiggins (Executive Director - Finance & Commercial):** Sylvia is the Executive Director - Finance & Commercial. Sylvia provides leadership in ensuring Infigen creates and preserves security holders value with specific focus on finance, commercial and compliance as Infigen executes its strategy and operates as an active energy market participant. Sylvia's experience in developing, executing and managing strategic planning, investment, commercial negotiations and capital management in a number of international investment and advisory firms has been critical in Infigen transitioning its capital structure to better support the business strategy for growing customer numbers and volumes at sustainable profit margins and enable it to execute the capital "lite" strategy. Sylvia has over 20 years' experience as a legally qualified chief executive officer, executive and senior investment banker across a broad range of businesses and countries, including energy, infrastructure, defence and structured finance areas. Sylvia previously established her own advisory firm and worked for Alinta Energy and was the inaugural Chief Executive Officer of Global Investments Limited, which is listed on the Singapore Stock Exchange. Sylvia is an external member of the Department of Defence's independent assurance review and holds a Bachelor of Laws and Jurisprudence from UNSW.

- (h) **Tony Clark (Executive General Manager - Operations & Projects):** Tony is the Executive General Manager - Operations & Projects and is responsible for the operation of Infigen's wind farms and delivery of development projects. Tony joined Infigen in February 2017. Tony has over 20 years' experience working in the power sector having acted as an owner-developer with ERM Power and Stanwell Corporation, as a consultant to owners and financiers with Worley Parsons, and as a contractor with direct hands-on responsibility for the detailed design and construction of power projects with ABB Engineering Construction. In addition to Infigen's generation portfolio, Tony has been involved in the operations or construction of a number of Australia's power stations including Braemar 2, Neerabup, Uranquinty, Collie, Stanwell and Kareeya power stations. Early in his career, Tony worked as a researcher at the Energy Research Centre of the Australian National University with a specific focus on the commercialisation of solar thermal technologies. Tony holds Master degrees in Commercial Law from Melbourne University, Business Administration from Deakin University, and Engineering from the Queensland University of Technology.
- (i) **Tim Nelson (Executive General Manager - Energy Markets):** Tim joined Infigen in March 2020 as Executive General Manager, Energy Markets. During 2019, Tim was Executive General Manager, Strategy and Economic Analysis, at the Australian Energy Market Commission where he established its thought leadership and quantitative analysis capabilities. Until November 2018, Tim was the Chief Economist of AGL Energy and led its public policy advocacy and its sustainability strategy including AGL's revised Greenhouse Gas Policy, climate risk disclosure and the Powering Australian Renewables Fund (PARF) concept. Tim is a member of the Westpac Stakeholder Advisory Council and is on the Research Committee for the Centre for Policy Development. Tim is an Associate Professor at Griffith University and is widely published in Australian and international peer-reviewed journals. He holds a PhD in economics for which he earned a Chancellors Doctoral Research Medal and a first-class honours degree in economics. Tim is a fellow of the Governance Institute of Australia (FGIA and FCIS) and a graduate of the Australian Institute of Company Directors (GAICD).

5.5 Recent historical financial information

On 21 February 2020, Infigen released its results for the half year ended 31 December 2019. Highlights included:

- Renewable Energy Generation sold of 1,071 GWh, an increase of 17% vs H1FY19 ('pcp').
- Net Revenue of \$134.3 million, an increase of 13% on pcp.
- Contracted Revenue of \$116.3 million, an increase of 23% on pcp.
- Underlying EBITDA of \$98.2 million, an increase of 11% on pcp.
- Net Profit After Tax (**NPAT**) of \$26.2 million, increase of 24% on pcp.
- H1FY20 distribution of 1 cent per Infigen Stapled Security.

Highlights of the full-year results for the year ended 30 June 2019 include:

- Renewable Energy Generation sold of 1,775GWh, an increase of 20% vs FY18 ('pcp').
- Net Revenue of \$229.3 million, an increase of 9% on pcp.
- Contracted Revenue of \$182.0 million, an increase of 13% on pcp.
- Underlying EBITDA of \$165.3 million, an increase of 11% on pcp.

- NPAT of \$40.9 million, a decrease of 10% on pcp. FY19 included a \$9.9 million impairment to development assets.
- H2FY19 distribution of 1 cent per Infigen Stapled Security.

Infigen's interim financial report for the half year ended 31 December 2019 and its 2019 annual report are available at the "Investors' Section" of Infigen's website at <https://www.infigenenergy.com/>.

5.6 Infigen Equity Plan and Performance Rights

As at the Last Trading Date, Infigen has 6,771,579 Performance Rights on issue that have been granted under the Infigen Equity Plan.

The Infigen Equity Plan was approved by Infigen Security Holders in 2009 and amended with the approval of Infigen Security Holders in 2011. It allows the grant of certain awards, including Performance Rights, to senior management of the Infigen Group.

Under the Infigen Equity Plan, Performance Rights represent future rights to acquire Infigen Stapled Securities. Each vested Performance Right entitles the participant to receive one Infigen Stapled Security, or a cash amount equivalent to the market price of an Infigen Stapled Security, on the vesting date. Performance Rights will vest if certain performance conditions are met within a specified performance period. Settlement in Infigen Stapled Securities or cash is determined by the Board of IEL in its absolute discretion.

The Board of IEL has absolute discretion to accelerate the vesting of all or part of any unvested Performance Rights in certain circumstances described in the Infigen Equity Plan, including if a takeover bid is made to Infigen Security Holders that the Board of IEL resolves has a reasonable prospect of success.

Performance Rights may be issued each financial year and vest if certain performance conditions are met. Each issue of Performance Rights comprises two equal tranches, each subject to a different performance condition. Vesting of each tranche is contingent on achieving the relevant performance condition.

5.7 Effect of the UAC Offer on Performance Rights

The UAC Offer does not extend to any Performance Rights. However, the UAC Offer does extend to Infigen Stapled Securities that are issued during the period from the Register Date to the end of the Offer Period, in accordance with the terms of (or otherwise in connection with) the vesting of Performance Rights that are on issue at the Register Date.

As at the Last Trading Date, there are 6,771,579 Performance Rights on issue. Infigen expects that the number of Performance Rights which may vest during the Offer Period and be converted into newly issued Infigen Stapled Securities is up to 5,310,749.¹⁵ This includes all of the FY19 and FY20 Performance Rights which will be accelerated to vest in full where the Board of IEL resolves that a takeover bid has reasonable prospects of success.

If all Performance Rights are not converted into Infigen Stapled Securities and acquired by UAC, otherwise acquired by UAC, or cancelled pursuant to agreements or other arrangements, and UAC is entitled to compulsorily acquire them, as mentioned in section 6.3(a)(2) of the UAC Bidder's Statement,

¹⁵ 672,943 of the Performance Rights will be settled by the transfer of Infigen Stapled Securities held in the Infigen Energy Employee Incentive Trust, there are 261,586 Performance Rights that can only be cash settled and there are 526,301 Performance Rights that will lapse. The Board of IEL intends to test the FY17 and FY18 Performance Rights in the ordinary course and any of the Performance Rights in these grants which do not vest will lapse.

UAC intends to seek to compulsorily acquire or cancel them pursuant to Part 6A.2 of the Corporations Act, although it reserves the right not to do so.

The Board of IEL on recommendation of Infigen's Nomination & Remuneration Committee, determined that because of the uncertainty created by the UAC Offer and the Iberdrola Offer the most appropriate FY21 incentive arrangement for senior management and KMP was a cash arrangement in lieu of the customary FY21 short term incentive or a grant of FY21 Performance Rights under the long term incentive plan. The cash arrangement will be up to 55% of the short and long term incentive opportunity pool available to the senior management and KMP received for the financial year ending 30 June 2021. In the event that a change of control is considered unlikely to proceed as at 31 August 2020 the cash payment will revert to the usual short and long term incentive arrangement which includes an entitlement to Performance Rights if determined appropriate by Infigen's Nomination & Remuneration Committee given the circumstances at the relevant time. The Executive Directors (Sylvia Wiggins and Ross Rolfe AO) are entitled to a cash payment consistent with their existing remuneration arrangements.

5.8 Publicly available information about Infigen

Infigen is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Specifically, as a listed entity, Infigen is subject to the ASX Listing Rules which require continuous disclosure of any information Infigen has concerning it that a reasonable person would expect to have a material effect on the price or value of Infigen Stapled Securities, subject to certain exceptions from disclosure provided under the ASX Listing Rules.

The ASX maintains files containing publicly disclosed information about all listed companies. Infigen's file is available for inspection at the ASX during normal business hours. In addition, Infigen is required to lodge various documents with ASIC, copies of which may be obtained from, or inspected at, an ASIC office. A substantial amount of information about Infigen is also available in electronic form at <https://www.infigenenergy.com/>.

6. Information relating to UAC, AC Energy, UPC and the UAC Group

6.1 Disclaimer

The following information about UAC and the UAC Group is based on publicly available information, including information in the UAC Bidder's Statement, and has not been independently verified by Infigen. Infigen does not make any representation or warranty, express or implied, as to the accuracy or completeness of this information. The information on UAC and the UAC Group in this Target's Statement should not be considered comprehensive. Further information about UAC and the UAC Group is set out in the UAC Bidder's Statement and may also be obtained from UAC's website at <https://www.acenergy.com.ph/>.

Information contained in or otherwise accessible from that website does not form part of this Target's Statement. UAC is required to lodge various documents with ASIC.

6.2 Overview of UAC

UAC is an Australian proprietary company that is owned by AC Energy Australia Pte Ltd (as to 75%) and UPC Renewables Australia Pty Ltd (trading as UPC \ AC Renewables Australia) (as to 25%).

UPC \ AC Renewables Australia is a joint venture between AC Energy and the UPC group companies (see section 6.2(b)).

AC Energy and UPC are long-time investment partners in Asia, which operates and invests in renewable energy projects in the Philippines, Indonesia, Vietnam, India, South Korea, China, Mongolia, Australia, Tunisia, Taiwan and the USA.

The directors of UAC are:

- Patrice Rene Clausse (Director);
- Jose Maria Zabaleta (Director);
- Anton Johannes Rohner (Chairman); and
- Bardin John Davis (Chief Executive Officer and Director).

(a) AC Energy

AC Energy Australia Pte Ltd is a Singapore incorporated investment holding company which is indirectly wholly owned by AC Energy, Inc., an investment holding company incorporated in the Philippines. The business of AC Energy, Inc. includes renewable and thermal energy development, operations and retail supply.

AC Energy, Inc. is wholly owned by Ayala Corporation, which is the ultimate holding company of the Ayala group companies (including UAC) and is listed on the Philippines Stock Exchange (PSE:AC).

(b) UPC

The UPC group companies have assets in operation, under construction and in development throughout the Asia-Pacific region which exceed 6 GW. The UPC group is ultimately owned by Mr Brian Caffyn (as to 60.19%), Mr Steven Zwaan (as to 21.76%) along with other individuals (as to less than 10% per other individual).

UPC is wholly owned by UPC Australia (HK) Limited, which is in turn owned by the UPC \ AC Renewables Australia joint venture (as to 96.51%), and Elemental International Pty Ltd (ACN 614 036 985), a company owned and controlled by Anton Johannes Rohner (as to 3.49%).

The UPC \ AC Renewables Australia joint venture was established in May 2018 through the incorporation of UPC-AC Energy Australia (HK) Limited, which is owned equally by UPC Renewables Asia Pacific Holdings Limited and AC Renewables International Pte Ltd. It has been the operating entity of AC Energy and UPC in Australia since 2018. UPC \ AC Renewables Australia has indicated that it intends to develop a portfolio of renewable energy projects, which include:

- (a) Robbins Island Renewable Energy Park and Jim's Plain Renewable Energy Park in North West Tasmania (~1,000 - 1,200 MW);
- (b) New England Solar Farm in regional New South Wales (~720 MW);
- (c) Baroota Pumped Hydro Project (~250 MW) and Bridle Track Solar Project in South Australia (~300 MW); and
- (d) Axedale Solar Farm in Victoria (160 MW).

Section 2 of the UAC Bidder's Statement provides further information relating to UAC and the UAC Group, including its assets, board and management and recent financial performance and position.

For further information please visit the respective websites:

www.uacenergy.com.au

www.upcrenewables.com

www.acenergy.com.ph

www.upc-ac.com

6.3 UAC's interest in Infigen

As at the Last Trading Date, UAC had disclosed that it had a Relevant Interest in 130,083,416 Infigen Stapled Securities on issue or 13.40%¹⁶ of the 970,698,065 Infigen Stapled Securities on issue. UAC has beneficial ownership of 9.90 %¹⁷ of the Infigen Stapled Securities and an economic interest in a further 3.5 %¹⁸ of the Infigen Stapled Securities via a total return swap. The total return swap provides UAC with an option to acquire the underlying Infigen Stapled Securities conditional on receiving approval under the FATA. On 19 June 2020, UAC notified Infigen that it had been notified by FIRB that the Commonwealth has no objection to its proposed acquisition of Infigen. See section 4.4 of the UAC Bidder's Statement for further details.

6.4 UAC's intentions

UAC's intentions in relation to the continuation of or changes to the Infigen Group's business, (including any redeployment of the fixed assets of Infigen), changes to the Board and the future employment of present employees of Infigen are set out in section 6 of the UAC Bidder's Statement.

¹⁶ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

¹⁷ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

¹⁸ 'Form 603 – Notice of initial substantial holder' lodged by UAC on the ASX Market Announcements Platform on 3 June 2020.

7. Risk factors

7.1 Overview

There are various risks associated with either accepting the UAC Offer or rejecting the UAC Offer and continuing to hold Infigen Stapled Securities. Infigen's current and future business, assets and operations may be subject to risk factors which are specific to its business, assets and operations or of a general nature. Many risks are outside the control or influence of Infigen. Management implements risk management strategies, but not all risks can be identified or fully mitigated. If a risk were to materialise and not be fully mitigated, it could adversely affect Infigen's revenues, adversely affect its future financial performance and reputation and adversely affect the market price and market for Infigen Stapled Securities.

The risks summarised below are not exhaustive and do not take into account the personal circumstances of Infigen Security Holders. Additional risks and uncertainties that Infigen is unaware of, or that it currently considers to be immaterial, may also become important factors that adversely affect Infigen's operating and financial performance. It is also important to note that there can be no guarantee that Infigen will achieve its stated objectives or that any forward-looking statements or forecasts will be realised. Prior to deciding whether to accept or reject the UAC Offer, Infigen Security Holders should read this Target's Statement in its entirety to gain an appreciation of Infigen, its activities, operations, financial position and prospects, including the risks set out in this section 7 of this Target's Statement, and should seek professional advice if they have any doubt about the risks associated with accepting or rejecting the UAC Offer, having regard to their investment objectives and financial circumstances.

7.2 Risks associated with accepting the UAC Offer

The Infigen Directors unanimously recommend that Infigen Security Holders **REJECT** the UAC Offer. There are risks associated with accepting the UAC Offer, including those described in this section 7.2 of this Target's Statement:

(a) Inability to obtain the benefits of the Iberdrola Offer or any other superior proposal that emerges

As described in section 1.2 of this Target's Statement, Infigen has received the Iberdrola Offer, which the Infigen Directors believe is superior to the UAC Offer for the reasons set out in section 1 of this Target's Statement. The Infigen Directors unanimously recommend that Infigen Security Holders accept the Iberdrola Offer and each Infigen Director intends to accept that offer, or procure acceptance of the Iberdrola Offer, in respect of all Infigen Stapled Securities they own or control, or otherwise have a Relevant Interest in, in each case in the absence of a Superior Proposal.

By accepting the UAC Offer, you will not be able to accept the Iberdrola Offer or any other superior proposal that may be made by a competing bidder, unless you become entitled to withdraw your acceptance (see section 4.6 of this Target's Statement for further information about the limited circumstances in which you are entitled to withdraw your acceptance of the UAC Offer). As such, you may not be able to obtain any potential benefit associated with the Iberdrola Offer or any another superior proposal from a competing bidder that emerges.

(b) Taxation consequences of accepting the UAC Offer

The taxation consequences of disposing of your Infigen Stapled Securities pursuant to the UAC Offer depend on a number of factors and your particular circumstances. A general outline of certain Australian tax considerations of such a disposal is set out in section 8 of this Target's Statement. You should seek your own specific professional tax advice as to the taxation implications applicable to your circumstances.

7.3 Risks associated with rejecting the UAC Offer and continuing as an Infigen Security Holder

(a) Risks associated with UAC obtaining a significant security holding in Infigen

The UAC Offer is not subject to a minimum acceptance condition. Accordingly, it may obtain a position of significant influence in relation to Infigen and its operations with the capacity to influence those operations but not be in a position where it would be entitled to compulsorily acquire the Infigen Stapled Securities that it does not hold (i.e. a 90% threshold).

UAC's intentions in relation to Infigen in various scenarios where UAC acquires different levels of Relevant Interests in Infigen Stapled Securities are set out in section 6 of the UAC Bidder's Statement.

Depending on the volume of acceptances into the UAC Offer, the implications on the remaining Infigen Security Holders who do not accept the UAC Offer may include the following:

- (i) depending on the size of UAC's Relevant Interest in Infigen Stapled Securities, it may be less likely that another party will seek to acquire all of the Infigen Stapled Securities in the future;
 - (ii) as described in section 9.9 of this Target's Statement, if UAC acquires control of Infigen:
 - (A) Infigen's Corporate Facility Lenders have the right, after an agreed process, to require early repayment of the Corporate Facility which may also trigger break rights in respect of the related interest rates swaps and associated break costs;
 - (B) ARENA has the right to require repayment of the \$5 million grant made under the ARENA Funding Arrangement in respect of the SA Battery under certain conditions; and
 - (c) the counterparties to the ISDA Master Agreements may have rights arising under standard "credit event upon merger" provisions.
- UAC has indicated that failure of the Corporate Facility Lenders to waive their rights to request early repayment of the Corporate Facility is a Defeating Condition. If UAC were to waive that Defeating Condition (which is their right) and gain control of Infigen, then Infigen may be required to refinance in circumstances where it may not be able to do so within the required timeframe. UAC has not outlined a proposal for Infigen in this circumstance;
- (iii) UAC may be in a position, either alone or together with other Infigen Security Holders, to materially influence the appointment of the Infigen Directors and senior management of Infigen. This, in turn, may enable UAC (either alone or together with other Infigen Security Holders) to determine Infigen's distribution policy and capital structure and to control the strategic direction of the Infigen Group;
 - (iv) the liquidity in trading of Infigen Stapled Securities on the ASX may be lower than at present;
 - (v) if the number of Infigen Security Holders is less than that required by the ASX Listing Rules to maintain an ASX listing, UAC has stated in section 6.4 of the UAC Bidder's Statement that it will seek to have Infigen removed from the official list of the ASX. If this occurs, Infigen Security Holders will not be able to sell their Infigen Stapled Securities on the ASX;

- (vi) the potential material synergies referred to by UAC in section 2.5 of the UAC Bidder's Statement may not be achieved and UAC may not be able to implement its stated intentions in relation to Infigen's business; and
- (vii) if UAC acquires 75% or more of the Infigen Stapled Securities it will be able to pass a special resolution of IEL or IET. This will enable UAC to, among other things, change IEL's or IET's constitution and may enable UAC to delist Infigen from the ASX. Infigen notes that, as disclosed in section 9.2 of this Target's Statement, as at the Last Trading Date, TCI Funds held voting power in 33.09% of the Infigen Stapled Securities on issue. If TCI Funds did not accept the UAC Offer and retained its Infigen Stapled Securities, UAC would hold less than 75% of the Infigen Stapled Securities but, depending on UAC's security holding, UAC and TCI Funds may, together, hold voting power in over 75% of the Infigen Stapled Securities on issue.

Some additional risks associated with, and implications of, UAC acquiring a majority security holding in Infigen in circumstances where it is not entitled to compulsorily acquire the remaining Infigen Stapled Securities are described in section 4.8 of this Target's Statement.

(b) Risks associated with Iberdrola Offer

The risks associated with the Iberdrola Offer are expected to be outlined by Infigen in the Iberdrola Offer Target's Statement.

(c) Risk associated with continuing as an Infigen Security Holder

The combined forces of lower domestic economic activity and lower global energy prices have contributed to a substantial step down in forward prices for wholesale electricity. Although Infigen's contracting strategy for electricity and LGCs moderates the impact of these factors, Infigen currently has a lower level of contracting on a percentage basis of electricity for sale in FY21 than it has had through FY20. This is due to the addition of new volumes of renewable generation from contracted renewable energy assets under contracts signed in FY20. The contracting that is in place for FY21 is also at an average lower price for electricity and LGCs than in FY20. In addition, in the current market conditions, as disclosed by Infigen in its Third Quarter Activity report for FY20 released to the ASX on 1 May 2020, Infigen expects merchant revenues to be low in FY21. Continuing as an Infigen Security Holder will result in an exposure to these economic and financial risks.

7.4 General risks of holding Infigen Stapled Securities

7.4.1 GENERAL RISKS

An investment in Infigen has risk attached to it. No Infigen Group Member, officer or member of management of an Infigen Group Member (including, but not limited to the Infigen Directors), related party of an Infigen Group Member, nor any party involved in the preparation of this Target's Statement is able to guarantee that any specific objectives of Infigen or any particular performance of Infigen or Infigen Stapled Securities will be achieved.

The summary of risks below is not exhaustive, does not purport to list every potential risk associated with an investment in Infigen or Infigen Stapled Securities, and it does not take account of the personal circumstances of any Infigen Security Holder.

Sovereign and energy policy risks

Investors in the Australian energy market are reliant upon stable policy settings by state and federal governments. Infigen's business performance may be directly impacted by changes in the design and rules of the existing energy market and the uncertainty that arises from debate in relation to the energy

market's future regulatory design and rules. These changes may result from orderly rules change processes (such as via the Australian Energy Market Commission) or in response to the political imperatives of the government or agencies of government from time to time. Devices available to state and federal governments that could impact on market structure and operations include legislative or regulatory action and specific budgetary or direct investment initiatives. These actual or proposed changes may drive increases in Infigen's costs or reduce its revenue via the:

- resultant under or overinvestment in generation in the market;
- availability and price of gas for use in generation;
- creation of barriers to entry that impact future investment or expansion into markets;
- creation of obligations on the operation of the plant and / or engagement of customers for existing generators and retailers;
- dilution of the value or volume of created LGCs;
- response to uncertainty, a reduction of liquidity and subsequently price in the electricity and LGC markets; and
- changing of the relative competitive dynamic amongst energy market sector participants; and
- government intervention in the market which has the effect of interfering with the market and / or unintended consequences.

Infigen's business may be affected by the policy positions taken by government and regulators, including their preparedness to disregard 'competitive neutrality' as a fundamental operating principle underpinning the energy markets. Changes or perceptions of likely change to energy market policy settings may affect the LGC price, the price for low emissions generation / green products and / or the electricity price that Infigen derives from its production.

Investment in equity capital

There are general risks associated with investments in equity capital in Australia. The trading price of Infigen Stapled Securities may change by reference to matters specific to Infigen or more broadly in accordance with movements in the Australian or international equity capital markets and may trade at more or less than the Offer Consideration. Generally applicable factors which may affect the market price for securities include:

- general movements in the Australian and international equity capital markets and stock markets, and the increasing volatility of these markets in light of the uncertainty surrounding the outcomes and impacts of the COVID-19 pandemic;
- investor sentiment;
- Australian and international economic conditions and outlook;
- changes in interest rates and the rate of inflation;
- changes in government regulation and policy;
- announcements in relation to new technologies;
- geo-political instability, including international hostilities and acts of terrorism;
- analysts' reports; and
- whether there is an active market for Infigen Stapled Securities.

Distributions

The payment of distributions by Infigen is at the discretion of the Infigen Directors and is dependent on a range of factors, including free cash flow, with the balance being made between payment and growth

and / or deleveraging. Any future distributions will be determined by the Infigen Directors, having regard to Infigen's financial position and economic and market conditions at the relevant time. There are no guarantees that distributions will be paid or paid at any particular level or with any particular regularity.

Economic factors

The operating and financial performance of Infigen is influenced by a variety of general economic and business conditions, including levels of consumer spending, fuel (including oil, gas and coal) prices, inflation, interest rates and exchange rates, supply and demand, industrial disruption, access to debt and equity capital markets and government fiscal, monetary and regulatory policies. Changes in general economic conditions may result from many factors, including government policy, international economic conditions, pandemics, significant acts of terrorism, hostilities, war or natural disasters. A prolonged deterioration in general economic conditions, including an increase in interest rates or a decrease in consumer and business demand, could be expected to have an adverse impact on Infigen's operating and financial performance and financial position. Infigen's future possible revenues and security price can be affected by these factors, which are beyond the control of Infigen.

War and terrorist attacks risk

War or terrorist attacks anywhere in the world could result in a decline in economic conditions worldwide or in a particular region. There could also be a consequential effect on Infigen's financial performance.

7.4.2 VOLUME RISKS

Wind and solar resource

Variation in wind and solar resource will result in changes to Infigen's electricity production level (quantum) and generation profile (time). Fluctuations in wind and solar resources occur on a short-term basis (daily, monthly and seasonal variations) and on a long-term basis (yearly or multiple years). These changes could adversely affect Infigen's revenue and future financial performance.

Availability of operating assets

There is a risk that Infigen's assets may suffer from equipment or key component failure resulting in sustained unplanned outages or significant damage. Failure of Infigen's assets to operate as intended for any reason, failure of a third party to perform as expected or financial failure of a material supplier could materially adversely affect the ability of Infigen to conduct its business or the production and sale of energy or LGCs. This could adversely affect Infigen's revenue, future financial performance and reputation.

Network access

Infigen's production and sale of electricity is reliant on access to third party infrastructure, in particular, electricity transmission and distribution infrastructure. The NEM is an 'open-access' regulatory regime. An inability to have access to these assets for any reason, including damage to third party network infrastructure, network constraints, changes to network access or construction of new generation could restrict the ability of Infigen assets to export energy at full potential. This could adversely affect Infigen's revenue and future financial performance.

7.4.3 COMMODITY PRICE RISKS

Electricity price

Infigen produces electricity which it sells under various commercial terms and arrangements. The price of electricity can be volatile as it is primarily driven by supply and demand factors. These include:

- weather influencing demand and generation availability (in the short term);

- operational shut-downs and closures (planned and unplanned), which may be impacted by, among other things, ongoing travel restrictions and / or supply chain issues arising due to the COVID-19 pandemic;
- operational closures across energy intensive industries;
- economic conditions affecting demand;
- consumer perception of energy affordability;
- technological advancement;
- use of distributed electricity generation such as solar PV systems and installation of storage systems;
- mandatory energy efficiency schemes;
- competitive behaviours of retailers and generators;
- the tenor and expiry of contracts for fuel and sale of electricity;
- network constraints;
- actions of the market operator, interpretation of rules by the market operator and changes to those rules; and
- actions of the regulator, including regulatory changes that impact market design and operation.

Movements in electricity price that are not mitigated through effective contracting and hedging, could adversely affect Infigen's revenue and future financial performance.

Ineffective electricity hedging

Infigen seeks to manage revenue risk associated with variable price and variable production through hedging. When hedging instruments are utilised and where variable production is not sufficient to meet committed quantities, high dollar value exposures may arise. These could adversely affect Infigen's revenue and future financial performance.

LGC pricing

Infigen creates LGCs from its generation. The price of LGCs is predominantly determined on short term and long-term supply and demand but may be also impacted by the actions of market participants.

As the supply of LGCs increases with new renewable generation entering the market and absent new policies or voluntary initiatives that drive additional demand for LGCs, the price is expected to be lower as supply outstrips demand which is fixed by current legislation at 33 million LGCs each year to 2030.

Loss factors

Electricity is lost in the delivery of electricity from the generator to the consumer. Losses occur on the high voltage transmission network (known as marginal losses (**MLF**)) and the local distribution networks. MLFs are calculated by the market operator and fixed annually. Variations in the loss factor applicable to Infigen's assets could adversely affect revenue and future financial performance.

Demand for electricity and LGCs

The price of electricity and LGCs that Infigen sells is dependent on customers' demand (and in the case of electricity retailers, their customers' demand). Reductions in energy demand from price changes, weather, technological advances, the impact of the COVID-19 pandemic and other factors, may reduce Infigen's revenues and adversely affect Infigen's future financial performance.

7.4.4 OPERATIONAL RISKS

Health, safety and environment

Infigen currently owns and / or operates assets in Western Australia, South Australia, Victoria and New South Wales. Infigen is pursuing a number of development opportunities throughout Australia. These activities involve high risk work performed in remote locations, at heights, with high voltage electricity generation and transmission equipment, in confined spaces, utilising industrial compounds and lubricants and involving travel to and from our sites. Our assets are predominantly in rural and regional Australia. The development and operation of our assets may adversely affect the environment. Incidents that give rise to personal injury, loss of life, damage to property and environment, disruption to services, and economic loss can adversely impact Infigen, including its reputation, revenue and future financial performance.

Changing climate and weather patterns may affect our operating assets and business performance.

Operating costs

Infigen's owned wind farms are currently serviced and maintained by operation and maintenance (O&M) contractors. The nature of these contracts means that operating costs are mostly known and do not vary widely. However, once these contracts expire, wind farm operating costs will become harder to predict and it is possible that operating costs will be more than expected. In addition, Infigen's gas fired firming assets, comprising the Smithfield OCGTs and the South Australian gas turbines (when leased) are not covered by comprehensive O&M contracts and there is a risk that operating costs for these assets may increase.

Community (social)

Infigen's assets predominantly exist on rural lease holdings and the relationship with landholders and the local community in which it operates is important to business success. Failure to engage satisfactorily with these stakeholders or the occurrence of an incident that adversely affects any of these stakeholders could adversely affect Infigen's capacity to operate effectively within the area and jeopardise future development projects.

Public and community attitudes towards wind farms and other renewable energy projects, including their visual, acoustic and environmental effect, may also change over time.

These changes, and any consequential changes to government policy and the regulatory environment, may be positive or negative for Infigen.

Asset life

Infigen's owned wind farms have a limited useful life. Any reduction in asset life relative to expectations may result in a reduction in the amount of revenue Infigen's assets will generate in their lifetimes.

Technology

The development of new technologies creates a potential for market disruptions and economic impacts, which may adversely affect the commercial performance of Infigen's existing assets, the Infigen business or the viability of proposed projects, which in turn may alter market sentiment towards Infigen Stapled Securities.

Information technology

Infigen is reliant on its information systems and technology (IT) to support its operations. This exposes Infigen to a number of IT operational risks including system corruption or failure, technology breakdown and cyber-attacks.

An IT system incident could lead to disruption of critical business processes, theft of commercially sensitive information, loss of cash or other assets or a breach of privacy. If these matters occurred it could adversely affect Infigen's revenue, future financial performance and / or reputation.

People and culture

There is a limited availability of suitably qualified people with the energy market expertise required to operate Infigen's business and deliver on its growth strategy. The Managing Director and a number of other key personnel are important to attaining the business goals of Infigen. Infigen may be reliant on small groups of individuals with specialist knowledge to operate and maintain assets and to develop its development projects. The ability to attract and retain such suitably qualified staff may limit or delay Infigen's ability to undertake its activities efficiently and effectively.

Insurance

Infigen maintains insurance coverage limiting financial loss resulting from certain, but not all, operational and extraordinary events. Losses and liabilities arising from uninsured or underinsured events could reduce Infigen's revenues or increase costs and adversely affect Infigen's revenues, future financial performance and reputation. No assurance can be given that Infigen will be able to obtain such insurance coverage in the future at reasonable rates or that any coverage it arranges will be adequate and available to cover claims.

Competition

Infigen competes with many energy businesses in Australia. Some of these businesses have greater financial and other resources than Infigen and, as a result, may be in a better position to compete for future business opportunities. There can be no assurance that Infigen can compete effectively with these companies.

7.4.5 PROJECT DELIVERY AND ECONOMICS RISKS

Project returns

The expected economics of any project are based upon a number of interrelated assumptions including capital and operating costs, long-term energy and capital markets assumptions. Our operating assets may fail to perform as expected. There is a risk that these assumptions are not realised which could impact the actual return achieved from investing in a project.

Project approval

Infigen's capacity to develop new generation is dependent on capital being available and receipt of all necessary permitting, authorisations, and approvals and the successful negotiation of all necessary construction and engineering contracts, connection and access contracts and land use contracts. Failure to achieve or delay in receipt of approvals will affect Infigen's delivery of its growth strategy.

Project delivery

There is a risk that project delivery may not proceed as planned. This could be the result of matters within or outside the control of Infigen resulting in the project costing more or not proceeding as planned, including delayed completion, commissioning or failure to perform to technical specifications. This could affect Infigen's revenues and adversely affect Infigen's future financial performance.

Supply chain

Infigen's business relies upon a compliant and ethical supply chain to operate sustainably. There is a risk that goods or services may not be delivered or supplied to contracted price, time or quality specifications, or health, safety and environmental requirements. Inadequate supply chain performance may adversely affect Infigen's future financial performance.

Project costs

An increasing focus on system security and access by the market operator and other regulators may increase the costs associated with the development of Infigen's development pipeline or increase the costs of third-party developers' assets from which Infigen wishes to source generation capacity. Increased costs of production could adversely affect Infigen's revenues and adversely affects Infigen's future financial performance.

7.4.6 LIQUIDITY, CAPITAL MARKETS AND CREDIT RISKS

Access to capital

Infigen relies on access to debt and equity capital to operate its business and execute its business strategy. If financing is not available or the cost of financing significantly increases, then Infigen's operations and / or future financial performance may be adversely affected.

Liquidity

Infigen requires adequate reserves and banking facilities to conduct its business generally and in the energy markets in particular. Failure to obtain or maintain sufficient liquidity could negatively impact Infigen's operations and / or future financial performance.

Debt facilities

Infigen has two secured debt facilities, each of which include covenants (including financial covenants). A breach of these covenants, unless remedied within any allowable grace period, would provide the lenders with rights to take action under the facilities including the right to accelerate repayment of the debt if an event of default occurs.

Refinancing

Infigen's Corporate Facility will require refinancing upon maturity (April 2023). There is no certainty as to the terms and conditions upon which any refinancing may occur with terms affected by Infigen's business performance and factors outside the control of Infigen.

There is a risk that Infigen may not be able to obtain debt facilities of the same quantum or pricing as the Corporate Facility, or that it may need to pursue an equity raising, which may have the effect of diluting Infigen Security Holders.

Interest rate risk

Infigen's Corporate Facility and Bodangora Facility related interest rate risk has largely, but not wholly, been hedged into fixed rates to reduce exposure to floating rates. Accordingly, Infigen has some exposure to floating rates and also exposure to break costs if the Corporate Facility was repaid prior to its April 2023 maturity date, including if the Corporate Facility Lenders exercised their rights to require repayment upon a change in control of Infigen or the Bodangora Facility was repaid early.

Counterparty credit

Infigen has credit exposure to contract counterparties and expects to continue to have such exposure to existing and new counterparties. Failure of these parties to fulfil their obligations as and when due, or in full, could reduce Infigen's revenues and adversely affect Infigen's future financial performance.

Infigen's credit

Infigen's counterparties sometimes seek credit support from Infigen. If Infigen was not able to provide that credit support this may adversely affect Infigen's ability to continue to contract with such parties and to pursue growth.

7.4.7 REGULATORY, LEGAL AND ACCOUNTING

Litigation and disputes

Infigen may be exposed to litigation arising from its operations or activities. All industries, including the renewable energy industry, are subject to legal claims, with and without merit. Defence and settlement costs of legal claims can be substantial, even with respect to claims that have no merit. Liability could be imposed on Infigen as a consequence of any litigation and protracted litigation. Litigation may adversely affect Infigen's revenues, future financial performance and reputation.

Operational regulatory compliance

Infigen's business operations are governed by a range of rules, regulations and legislation. These include environmental, planning, employee relations, work, health and safety, competition, financial services and energy market rules, regulation and legislation. Infigen is exposed to the risk of changes in government policy, and changes to, or in the interpretation of, applicable rules, regulations and legislation. Compliance with such rules, regulations and legislation could increase compliance responsibilities and costs. A failure to comply with such rules, regulations and legislation may impact Infigen's ability to operate and could adversely affect Infigen's revenues, future financial performance and reputation or result in criminal prosecution for individuals.

Environmental risk

The operations and activities of Infigen are subject to the environmental laws and regulations of Australia. Infigen attempts to conduct its operations and activities to the highest standard of environmental obligation, including compliance with all environmental laws and regulations. Infigen is unable to predict the effect of additional environmental laws and regulations which may be adopted in the future, including whether any such laws or regulations would materially increase Infigen's cost of doing business or affect its operations. However, there can be no assurances that new environmental laws, regulations or stricter enforcement policies, once implemented, will not oblige Infigen to incur significant expenses and undertake significant investments which could have a material adverse effect on Infigen's business, financial condition and performance.

Accounting

There is a risk that changes to law, application, interpretation or enforcement of Australian accounting standards may affect the reported financial performance and financial position of Infigen in future periods.

ASX listing

Infigen is listed on the ASX and must comply with the ASX Listing Rules as they exist from time to time. Changes in the ASX Listing Rules or their interpretation or application could result in increased compliance costs or changes to the manner in which Infigen must act in order to ensure continued compliance with such rules.

7.4.8 TAX RISKS

Australian tax law

There is a risk that changes to law, or the application, interpretation or enforcement of Australian tax law could increase Infigen's ultimate tax liability or decrease its accumulated tax losses following the date of this Target's Statement or adversely affect Infigen's profitability, net assets and cash flow. In particular, both the level and basis of taxation may change. The effect of changes can include the timing and quantum of tax payable by Infigen in the future. Consistent with other businesses of the size and diversity of Infigen, Infigen may be the subject of periodic information requests, investigations and audit activities by tax authorities.

Foreign tax law

As a result of past operations of Infigen in the United States and Europe there is a risk that changes to law, or the application, interpretation or enforcement of United States or Luxembourg tax regimes could increase Infigen's tax liability or decrease its available tax losses.

7.4.9 OTHER RISKS

Global health events (including the COVID-19 pandemic)

Global health events may result in a general deterioration in economic conditions worldwide or in a particular region. In particular, the recent global macroeconomic events experienced due to the spread of the coronavirus that causes COVID-19 could have a material adverse impact on Infigen's financial position, performance and security price. The COVID-19 pandemic has resulted in significant market falls and volatility, including in the prices of energy market commodities and securities trading on the ASX. There is continued uncertainty about the further short-term and long-term impact of COVID-19, including in relation to governmental action and responses, international trade impacts, potential taxation changes, work stoppages, lockdowns, quarantine orders, travel restrictions and the likelihood of a global economic recession of uncertain duration and severity, which may adversely impact Infigen's operating and financial performance. In particular, to the extent that government-imposed restrictions remain in place and the current global economic and business climate leads to any prolonged economic downturn in jurisdictions in which Infigen operates its business or supplies its customers, this may adversely impact Infigen's financial performance.

Given the high degree of uncertainty surrounding the extent and duration of the COVID-19 pandemic and related global macroeconomic events (which are dependent on many factors beyond Infigen's control), as at the date of this Target's Statement, it is not possible for Infigen to assess the full impact of the COVID-19 pandemic on its business. Many of the risks described in this section 7.4 are also likely to be heightened due to the impacts the COVID-19 pandemic.

8. Taxation considerations

8.1 Introduction

The information provided below is intended to be a brief guide only and does not purport to be an authoritative or a complete analysis of the potential tax consequences of accepting the UAC Offer applicable to the specific circumstances of any Infigen Security Holder.

Infigen Security Holders are specifically informed that the outline below relates to possible Australian income tax, stamp duty and GST considerations only on disposal of Infigen Stapled Securities based on the existing tax laws and administrative practices of the ATO as at the date of this Target's Statement. The information provided below:

- (a) does not consider the taxation implications in jurisdictions outside of Australia; and
- (b) should not be relied upon by an Infigen Security Holder in making a decision on the Australian tax consequences of their decision to dispose of any Infigen Stapled Securities to UAC.

The following comments are only relevant to those Infigen Security Holders who hold their Infigen Stapled Securities on capital account for tax purposes (as opposed to on revenue account or as trading stock) and do not apply to the extent that Infigen Security Holders:

- (a) hold Performance Rights;
- (b) acquired their Infigen Stapled Securities, or any rights in relation to the Infigen Stapled Securities, as the result of an employee share or option plan;
- (c) are under a legal disability;
- (d) are entities subject to special taxation rules, including the investment manager regime, the taxation of financial arrangement rules, tax exempt organisations and superannuation funds with accounts in a tax-free pension phase;
- (e) are taken to have acquired their Infigen Stapled Securities before 20 September 1985; or
- (f) are non-resident Infigen Security Holders who currently hold, or have held, at any time Infigen Stapled Securities through a permanent establishment in Australia, who are temporary residents of Australia or who have changed residence while holding Infigen Stapled Securities.

8.2 Disposal of Infigen Stapled Securities

For Australian capital gains tax (**CGT**) purposes, each Infigen Stapled Security is considered to comprise two separate assets, being a fully paid ordinary share in IEL and a fully paid ordinary unit in IET. Therefore, an Infigen Security Holder that accepts the UAC Offer, and transfers their Infigen Stapled Securities to UAC under the UAC Offer, will be treated as having disposed of each of their IEL shares and IET units for Australian tax purposes and a separate CGT calculation will need to be performed for each asset.

Infigen Security Holders will be taken to have disposed of their Infigen Stapled Securities when the contract to dispose of the Infigen Stapled Securities is formed. If the UAC Offer is accepted before the condition in section 9.7(a) (Foreign Investment Review Board approval) of the UAC Bidder's Statement is satisfied, the date of the contract to dispose of the Infigen Stapled Securities should be the date the condition in section 9.7(a) (Foreign Investment Review Board approval) of the UAC Bidder's Statement is satisfied. If the UAC Offer is accepted after the condition in section 9.7(a) (Foreign Investment Review Board approval) of the UAC Bidder's Statement is satisfied, the date the contract to dispose of the Infigen Stapled Securities is formed should be the date the UAC Offer is accepted.

8.3 Compulsory Acquisition

If an Infigen Stapled Security is compulsorily acquired in accordance with Part 6A.1 of the Corporations Act, the Infigen Security Holder will be treated as having disposed of each of their IEL shares and IET units for Australian tax purposes when the Infigen Security Holder ceases to be the owner of the Infigen Stapled Security.

8.4 Determination of capital gains and losses on the disposal of Infigen Stapled Securities

The Offer Consideration received by an Infigen Security Holder in respect of the disposal of their Infigen Stapled Security will need to be apportioned between the Infigen Security Holder's shares in IEL and units in IET that are disposed of to determine the respective amounts of capital proceeds. Similarly, the cost base and reduced cost base of each Infigen Stapled Security will need to be apportioned between each IEL share and IET unit that are disposed of to determine their respective cost bases and reduced cost bases.

An Infigen Security Holder should realise a capital gain equal to the amount by which the relevant portion of the Offer Consideration exceeds the respective portion of the cost base of the Infigen Stapled Security, being each IEL share and IET unit. An Infigen Security Holder will alternatively realise a capital loss equal to the amount by which the relevant portion of the reduced cost base of the Infigen Stapled Security, being each IEL share and IET unit, exceeds the respective portion of the Offer Consideration.

The cost base and reduced cost base of an Infigen Stapled Security should generally include the amount paid (or deemed to be paid) to acquire the Infigen Stapled Security, which includes certain incidental costs (such as brokerage fees) of the acquisition, holding and disposal of the Infigen Stapled Security, less any distributions an Infigen Security Holder has received during its ownership period. All previous distributions paid by Infigen were returns of capital that reduced the cost base and reduced cost base of an Infigen Stapled Security. The reduced cost base does not include certain amounts that would be included in the cost base.

A capital loss from the disposal of an Infigen Stapled Security may be used to offset a capital gain made in the same income year or be carried forward to offset a capital gain made in a future income year, subject to the satisfaction of certain loss recoupment tests. Capital losses cannot reduce or offset other income or non-capital gains.

8.5 Australian resident Infigen Security Holders

An Infigen Security Holder that is a resident of Australia for tax purposes and is an individual, a trust or a complying superannuation entity may be entitled to reduce their capital gain (after first reducing the capital gain by any available capital losses) from the disposal of an Infigen Stapled Security by the applicable CGT discount (one-third in the case of a complying superannuation entity and one-half in the case of an individual or a trust that is not a superannuation fund) provided that the Infigen Stapled Security was acquired (or was taken to have been acquired) at least 12 months before disposal to UAC (excluding the date of acquisition and the date of disposal) and the Infigen Security Holder did not choose to index the cost base of their Infigen Stapled Securities (where applicable).

The CGT discount is not available to any Infigen Security Holder that is a company.

Any resulting net capital gain (that is, the amount remaining after application of any available capital losses, available CGT discounts and / or concessions) should be included in the Infigen Security Holder's assessable income and subject to Australian income tax at the applicable marginal tax rate.

8.6 Non-resident Infigen Security Holders

An Infigen Security Holder that is not a resident of Australia for tax purposes should generally not have to pay Australian income tax on any capital gain arising on the disposal of their Infigen Stapled Securities unless their IEL shares or IET units are characterised as 'indirect Australian real property interests'. An Infigen Security Holder's IEL shares or IET units may be treated as indirect Australian real property interests if both of the following requirements are satisfied:

- (a) the Infigen Security Holder, together with its 'associates' (as defined in section 318 of the *Income Tax Assessment Act 1936* (Cth)), held a combined interest of at least 10% in IEL or IET, respectively, either at the time the Infigen Stapled Securities were disposed of (or were taken to have been disposed of) or for at least 12 months during the 24 months before the Infigen Stapled Securities were disposed of (for CGT purposes); and
- (b) more than 50% of the value of IEL or IET's assets respectively is attributed to direct or indirect interests in Australian real property, which is defined to include mining and exploration leases and licences (**Principal Asset Test**).

Where both the above requirements are satisfied, non-resident Infigen Security Holders may be liable for tax on gains from the disposal of their IEL shares or IET units (respectively) and may be required to lodge a tax return in connection with the disposal of Infigen Stapled Securities.

The Principal Asset Test must be assessed at the time of the relevant disposal, which will vary for each Infigen Security Holder.

A non-resident Infigen Security Holder who is subject to tax on disposal of their Infigen Stapled Securities may be eligible to apply a CGT discount to part of their gain, if they acquired, or are taken to have acquired, their Infigen Stapled Securities on or before 8 May 2012. Otherwise, the CGT discount is not available to non-resident Infigen Security Holders.

8.7 Non-resident Infigen Security Holders' CGT Withholding

UAC may have an obligation to remit to the ATO up to 12.5% of the Offer Consideration (**CGT Withholding Tax**) otherwise payable to the Infigen Security Holder if either or both of the Infigen Security Holder's IEL shares or IET units are 'indirect Australian real property interests' (as discussed above) and UAC either:

- (a) knows or reasonably believes that the relevant Infigen Security Holder is a foreign resident; or
- (b) does not reasonably believe that the relevant Infigen Security Holder is an Australian resident, and either:
 - (i) the relevant Infigen Security Holder has an address outside Australia; or
 - (ii) UAC is authorised to provide a related financial benefit to a place outside Australia (whether to the relevant Infigen Security Holder or to anyone else).

An Infigen Security Holder who does not meet the above conditions should provide UAC with a completed Non-Withholding Declaration. Information about where to obtain the Non-Withholding Declaration is contained within paragraph 7.5(c) of the UAC Bidder's Statement. In the Non-Withholding Declaration, the relevant Infigen Security Holder may declare that it is an Australian tax resident (**Residency Declaration**) or that their holding in Infigen is not an indirect Australian real property interest (**Interest Declaration**).

If the relevant Infigen Security Holder does not provide an appropriately completed Non-Withholding Declaration prior to UAC acquiring its Infigen Stapled Securities or if the relevant Infigen Security Holder does provide a completed Non-Withholding Declaration to UAC prior to UAC acquiring its Infigen Stapled Securities and UAC reasonably believes that the information in the Non-Withholding Declaration is not correct, UAC may withhold the CGT Withholding Tax from the Offer Consideration payable to that Infigen Security Holder.

Any CGT Withholding Tax withheld may be able to be offset against the actual tax payable on the gain from the disposal of the Infigen Stapled Securities (as discussed above) and is refundable by the ATO to the extent that the CGT Withholding Tax exceeds the actual tax payable.

8.8 Stamp duty

Infigen Security Holders will not be liable to any stamp duty in respect of their disposal of Infigen Stapled Securities.

8.9 GST

Infigen Security Holders should not be subject to any GST in respect of their disposal of Infigen Stapled Securities. Infigen Security Holders should seek their own tax advice to determine whether any GST incurred on costs (for example, third party advisers' fees) in relation to the disposal of their Infigen Stapled Securities is recoverable.

9. Additional information

9.1 Capital structure

As at the date of this Target's Statement, the Infigen Securities on issue are:

CLASS	NUMBER
Infigen Stapled Securities	970,698,065
Performance Rights	6,771,579

As at the date of this Target's Statement, Infigen has no Options on issue.

9.2 Substantial Security Holders

Based on substantial security holder notices provided to Infigen as at the Last Trading Date, the substantial security holders of Infigen (being persons who hold voting power in 5% or more of the Infigen Stapled Securities on issue) are:

NAME OF HOLDER	DATE OF NOTICE	% VOTING POWER AS SET OUT IN NOTICE
TCI Funds	2 June 2020	33.09%
UAC	9 June 2020	13.40%
Vinva Investment Management	10 February 2020	5.50%
Iberdrola Group	17 June 2020	20% ¹⁹
Mitsubishi UFJ Financial Group, Inc.	22 June 2020	5.02%

9.3 Infigen Directors

At the date of this Target's Statement, the Infigen Directors are:

- (a) Len Gill (Non-Executive Chairman);
- (b) Phillip Green (Non-Executive Director);
- (c) Mark Chellew (Non-Executive Director);
- (d) Emma Stein (Non-Executive Director);
- (e) Karen Smith-Pomeroy (Non-Executive Director);

¹⁹ Form 603 Notice of Initial Substantial Holder released on the ASX Market Platform on 17 June 2020, in respect of Infigen Stapled Securities held by the TCI Funds arising under the Pre-Bid Agreement.

- (f) Ross Rolfe AO (Chief Executive Officer / Managing Director); and
- (g) Sylvia Wiggins (Executive Director).

9.4 Interests of Directors in Infigen Stapled Securities

As at the Last Trading Date:

- Len Gill had a Relevant Interest in 66,673 Infigen Stapled Securities;
- Ross Rolfe had a Relevant Interest in 130,869 Infigen Stapled Securities and held 2,419,612 Performance Rights; and
- Sylvia Wiggins had a Relevant Interest in 12,173 Infigen Stapled Securities and held 1,410,732 Performance Rights.

Each of these Infigen Directors intends to **REJECT** the UAC Offer in respect of the Infigen Securities in which they have a Relevant Interest. Other than as set out above, as at the Last Trading Date, no Infigen Director had a Relevant Interest in Infigen Securities.

9.5 Dealings of Directors in Infigen Securities

On 27 March 2020, Len Gill acquired 1,450 Infigen Stapled Securities as a result of his participation in Infigen's distribution reinvestment plan following the payment of the FY20 interim distribution. Other than this, no Director has acquired or disposed of a Relevant Interest in any Infigen Securities in the four month period ending on the Last Trading Date.

9.6 Directors' interests and dealings in UAC

As at the Last Trading Date, neither Infigen nor any of the Infigen Directors had a Relevant Interest in the securities of UAC or any Related Body Corporate of UAC. No Infigen Director acquired or disposed of a Relevant Interest in any securities of UAC or any Related Body Corporate of UAC in the four month period ending on the Last Trading Date.

9.7 Impact of the UAC Offer on Infigen's senior employee and director arrangements

None of the contractual arrangements between Infigen, the Infigen Directors and KMP will be materially affected by the UAC Offer, if it were to become unconditional, other than those matters described below. Any payments described below are subject to limitations in the Corporations Act.

(a) Infigen Director arrangements

As a result of the UAC Offer, no benefit (other than a benefit which can be given without member approval under the Corporations Act) has been given or will be given to any Infigen Director or secretary of Infigen in connection with the loss of, or their resignation from, their office.

No Infigen Director has agreed to receive, or is entitled to receive, any benefit from UAC which is conditional on, or is related to, the UAC Offer, other than in their capacity as a holder of Infigen Stapled Securities.

Other than as disclosed in this Target's Statement (including in section 5.7 of this Target's Statement), no agreement has been made between any Director and any person in connection

with, or conditional upon, the outcome of the UAC Offer, other than in their capacity as a holder of Infigen Stapled Securities.

No Infigen Director has any interest in any contract entered into by UAC.

(b) Executive and employee arrangements

All Infigen employees, including Executive Directors and KMP are employed in accordance with the terms and conditions of their employment contract that includes, but is not limited to, remuneration, statutory entitlements, notice of termination and severance. In addition to the above matters, the Executive Directors, KMP and other senior management are entitled to participate in the short term incentive (**STI**) and long term incentive (**LTI**) program in accordance with the Infigen Equity Plan. It has been determined that the short term incentive and long term incentive entitlements for the financial year ending 30 June 2021 will be satisfied by a cash payment in lieu of Performance Rights if a control transaction completes (see sections 5.6 and 5.7 of this Target's Statement).

9.8 Material litigation

As at the Last Trading Date, Infigen is not aware of any material disputes or litigation being undertaken, commenced or threatened against any Infigen Group Member.

9.9 Change of control events

Corporate Facility

Under the Corporate Facility, a review event will occur if UAC or any other third party (other than TCI Funds) owns or controls 50.1% or more of the voting shares of IEL or IEL ceases to be listed on the ASX (**Review Event**). The occurrence of a Review Event will allow a majority of the Corporate Facility Lenders (being two-thirds of the Corporate Facility Lenders by value of commitments) to request that a consultation period of 45 days (**Review Period**) be initiated. During the Review Period, Infigen Energy Finance (Australia) Pty Limited (the **Borrower**) must consult with the Corporate Facility Lenders in good faith in relation to the Review Event and its consequences under any finance documents (including any necessary amendments to remedy or overcome any adverse consequences of the Review Event).

If the parties do not reach an agreement during the Review Period, the Borrower may be required to repay the facilities established under the Corporate Facility, together with any applicable break costs and prepayment fees on 90 days' notice, including potential break fee costs under related interest rate swaps. Where a majority of Corporate Facility Lenders do not request a Review Period or where an agreement is reached following a Review Period, a dissenting Corporate Facility Lender may still exit the Corporate Facility in certain circumstances (for example, where there are prudential, internal exposure or regulatory risks arising in connection with the Review Event).

ARENA Funding Arrangement

Under the ARENA Funding Arrangement, there is a restriction on a change of control where there is a change in the direct or indirect power or capacity of a party to determine the outcome of decisions about the financial and operating policies, or control the membership of the board or directors, of Lake Bonney BESS Pty Limited, being the Infigen Group Member that owns the SA Battery (the **Recipient**). A change of control requires the consent of ARENA, not to be unreasonably withheld. If ARENA does not consent to the change in control it may:

- (a) immediately terminate the agreement in respect of the ARENA Funding Arrangement if it considers that:

- (i) the identity of the person who directly or indirectly controls the Recipient could affect ARENA's or the Commonwealth's reputation; or
 - (ii) there is a resulting risk to the successful completion of the project in the agreement; and
- (b) recover an amount equal to all ARENA funding paid to the Recipient.

ISDA Master Agreements

Certain Infigen Group Members are party to an ISDA Master Agreement with the following counterparties:

- (a) AGL HP1 Pty Limited, AGL HP2 Pty Limited and AGL HP3 Pty Limited in their capacity as partners in, and on behalf of AGL Hydro Partnership;
- (b) CSR Limited;
- (c) ERM Power Retail Pty Limited;
- (d) Macquarie Bank Limited;
- (e) Origin Energy Electricity Limited;
- (f) Snowy Hydro Limited;
- (g) Stanwell Corporation Limited; and
- (h) Westpac Banking Corporation,

(together, the **ISDA Master Agreements**).

If UAC acquires a majority of the Infigen Stapled Securities, this will be a "Designated Event" under the ISDA Master Agreements. If the creditworthiness of:

- (a) the relevant Infigen Group Member that is a party to an ISDA Master Agreement; or
- (b) where another Infigen Group Member has provided credit support to the counterparty in connection with an ISDA Master Agreement, that Infigen Group Member,

is materially weaker immediately after the occurrence of UAC's acquisition of the majority of the Infigen Stapled Securities, then the counterparty can terminate the outstanding transactions governed by the ISDA Master Agreement by not more than 20 days' notice, in which case any unpaid amounts owed under the relevant ISDA Master Agreement and termination related payments will be payable.

Other material contracts

As far as the Directors are aware, no other contract to which an Infigen Group Member is a party, which is material in the context of the Infigen Group taken as a whole, contains a change of control provision which may be triggered if UAC is successful in acquiring control of Infigen, and which would give rise to:

- (a) that agreement being terminated; or
- (b) the business of the Infigen Group otherwise being materially adversely affected.

9.10 Consents

The following parties have given, and have not withdrawn before the lodgement of this Target's Statement with ASIC, their written consent to be named in this Target's Statement in the form and context in which they are so named:

- (a) Gilbert + Tobin, to being named in this Target's Statement as legal adviser to Infigen;
- (b) Link Market Services, to being named in this Target's Statement as the Infigen Securities Registry;
- (c) Goldman Sachs, to being named in this Target's Statement as financial adviser to Infigen; and
- (d) Lazard, to being named in this Target's Statement as financial adviser to Infigen.

None of these persons have caused or authorised the issue of this Target's Statement, nor makes or purports to make any statement in this Target's Statement or any statement on which a statement in this Target's Statement is based or takes any responsibility for any part of this Target's Statement, other than any reference to its name.

Each of the Infigen Directors has given and not withdrawn before the lodgment of this Target's Statement with ASIC their consent to:

- (a) be named in this Target's Statement in the form and context in which they are named; and
- (b) statements attributable to them being included in this Target's Statement in the form and context in which they appear.

As permitted by ASIC Class Order 13/521, this Target's Statement may include or be accompanied by statements which are made in documents lodged with ASIC or ASX. Pursuant to ASIC Class Order 13/521, provided this Target's Statement fairly represents such statements, the consent of the parties making those statements is not required for, and those parties have not consented to, the inclusion of such statements in this Target's Statement. Infigen Security Holders may, during the Offer Period, obtain a copy of the documents (free of charge) in which the aforementioned statements appear (or in which statements based on those statements appear, as the case may be), or the relevant part(s) of any of those documents, by contacting the Infigen Security Holder Information Line 1300 540 303 (for calls made from within Australia) or +61 2 8022 7955 (for calls made from outside Australia), on Monday to Friday between 9.00 am and 5.00 pm (Sydney, Australia time).

In addition, as permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72, this Target's Statement may include or be accompanied by statements fairly representing a statement by an official person, or statements from a public official document or a published book, journal or comparable publication.

As permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72, this Target's Statement contains trading data sourced from FactSet without its consent.

9.11 No other material information

This Target's Statement is required to include all information that Infigen Security Holders and their professional advisers would reasonably require to make an informed assessment whether to accept the UAC Offer, but:

- (a) only to the extent to which it is reasonable for investors and their professional advisers to expect to find the information in this Target's Statement; and

- (b) only if the information is known to any of the Infigen Directors.

The Infigen Directors are of the opinion that the information that Infigen Security Holders and their professional advisers would reasonably require to make an informed assessment of whether to accept the UAC Offer is the information contained in:

- (a) the UAC Bidder's Statement (to the extent that the information is not inconsistent with or superseded by information in this Target's Statement);
- (b) Infigen's releases to ASX before the date of this Target's Statement;
- (c) documents lodged by Infigen with ASIC before the date of this Target's Statement; and
- (d) this Target's Statement.

The Infigen Directors have assumed, for the purposes of preparing this Target's Statement, that the information contained in the UAC Bidder's Statement is accurate (unless they have expressly indicated otherwise in this Target's Statement). However, the Infigen Directors do not take any responsibility for the contents of the UAC Bidder's Statement and are not to be taken as endorsing, in any way, any or all of the statements contained in it.

In deciding what information should be included in this Target's Statement, the Directors have had regard to:

- (a) the nature of the Infigen Stapled Securities;
- (b) the matters which Infigen Security Holders may reasonably be expected to know;
- (c) the fact that certain matters may reasonably be expected to be known to the professional advisers of Infigen Security Holders; and
- (d) the time available to Infigen to prepare this Target's Statement.

10. Approval of this Target's Statement

This Target's Statement has been approved by a resolution passed by the Infigen Directors. Signed for and on behalf of IEL and IERL in its capacity as the responsible entity for the IET:

Date 23 June 2020

Signed for and on behalf of Infigen Energy Limited
By:



Director

Print name L. F. Gill

Date 23 June 2020

Signed for and on behalf of Infigen Energy RE Limited in its capacity as responsible entity
for the Infigen Energy Trust
By:



Director

Print name L. F. Gill

Schedule 1 - Dictionary

1 Definitions and interpretation

1.1 Definitions

The following defined terms in this Target's Statement have the meanings set out below.

AC Energy means the AC Energy group of companies, which includes the entities described at section 6.2 of this Target's Statement.

Announcement Date means the date of the announcement of the UAC Offer, being 3 June 2020.

Approvals means a licence, authority, consent, approval, order, exemption, waiver, ruling or decision.

ARENA means the Australian Renewable Energy Agency (ABN 35 931 927 899).

ARENA Funding Arrangement means the grant funding provided by ARENA to Lake Bonney BESS Pty Limited, an Infigen Group Member, under a funding agreement dated 9 July 2018.

Associate has the meaning given under section 9 of the Corporations Act.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or, as the financial market, the Australian Securities Exchange, where the context requires.

ASX Listing Rules means the official listing rules of ASX as amended or varied from time to time.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

ATO means Australian Taxation Office.

Bid Implementation Agreement means the document between Iberdrola Australia and Infigen dated on or about 17 June 2020 which sets out the terms on which the Iberdrola Offer will be made and regulates the conduct of both parties in relation to the Iberdrola Offer.

Board means the Board of Directors of Infigen.

Bodangora Facility means the Syndicated Facility Agreement dated 30 March 2017 between certain Infigen Group Members, the Lenders (as defined therein) and others in relation to the project financing of the Bodangora Wind Farm, as also described in paragraph (e) of the definition of "Financing Arrangement".

Borrower has the meaning given in section 9.9 of this Target's Statement.

Business Day means a day on which banks are open for business in Sydney, New South Wales, Australia, excluding the days of Saturday, Sunday or public holidays.

C&I has the meaning given in section 5.1 of this Target's Statement.

CGT has the meaning given in section 8.2 of this Target's Statement.

CGT Withholding Tax has the meaning given in section 8.7 of this Target's Statement.

Competing Proposal has the meaning given to that term in the UAC Bidder's Statement, being any proposal, agreement, arrangement or transaction (or expression of interest therefor), which, if entered into or completed, would mean a third party (either alone or together with any associate) may or would:

- (a) directly or indirectly acquire a Relevant Interest in, or have a right to acquire, a legal, beneficial or economic interest in, or control of, 10% or more of the Infigen Stapled Securities;
- (b) acquire Control of Infigen;
- (c) directly or indirectly acquire or become the holder of, or otherwise acquire or have a right to acquire, a legal, beneficial or economic interest in, or control of, a material part of Infigen's business or assets or the business or assets of the Infigen Group; or
- (d) otherwise directly or indirectly acquire or merge with Infigen,

whether by way of takeover bid, members' or creditors' scheme of arrangement, security holder approved acquisition, capital reduction, buy back, sale or purchase of shares, other securities or assets, assignment of assets and liabilities, incorporated or unincorporated joint venture, dual-listed company (or other synthetic merger), deed of company arrangement, any debt for equity arrangement or other transaction or arrangement.

For the avoidance of doubt, each successive material modification or variation of any proposal, agreement, arrangement or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Control has the meaning given in section 50AA of the Corporations Act.

Corporate Facility means the Syndicated Facility Agreement dated 9 April 2018 between the Borrower, certain other Infigen Group Members, the Original Lenders (as defined therein) and others, which establishes the debt facilities referred to in paragraphs (a) to (d) (inclusive) of the definition of "Financing Arrangement".

Corporate Facility Lenders means the lenders from time to time under the Corporate Facility.

Corporations Act means the *Corporations Act 2001* (Cth) and any regulations made under that Act.

Defeating Conditions means the conditions of the UAC Offer set out in section 9.7 of the UAC Bidder's Statement and Attachment A of this Target's Statement.

Directors or **Infigen Directors** means the directors of IEL and IERL as at the date of this Target's Statement.

EBITDA means earnings before interest, tax, depreciation and amortisation.

Entity has the meaning given in section 64A of the Corporations Act.

Executive Directors means Ross Rolfe AO and Sylvia Wiggins.

FATA means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

Financing Arrangement has the meaning given to that term in the UAC Bidder's Statement, being:

- (a) Infigen's Term Loan A facility, as referred to in Infigen's ASX announcement dated 9 April 2018 (which was stated to be in an amount of \$160 million and has a balance of \$85 million as at 31 March 2020);
- (b) Infigen's Term Loan B facility as referred to in Infigen's ASX announcement dated 9 April 2018 (which was stated to be in an amount of \$365 million);
- (c) Infigen's working capital facility, as referred to in Infigen's ASX announcement dated 9 April 2018 (which was stated to be in an amount of \$20 million);
- (d) Infigen's LC & Bank Guarantee Facility, as referred to in Infigen's ASX announcement dated 9 April 2018 (which was stated to be in an amount of \$60 million);
- (e) Infigen's Bodangora project finance facility, as referred to in Infigen's 2019 annual report (which was stated to be maturing in September 2034);
- (e) any other material arrangements for or relating to financial accommodation to which any Infigen Group Member (where applicable, acting through its responsible entity or trustee) is a party, or by or to which any Infigen Group Member (where applicable, acting through its responsible entity or trustee) or any of its assets is bound or subject; and
- (f) any arrangement, agreement, instrument or transaction entered into or provided for under, or in relation to, any of the above,

(and **Financing Arrangement** means any of them).

FIRB means the Foreign Investment Review Board.

FY means a financial year ending 30 June.

FY17 means the financial year ended 30 June 2017.

FY18 means the financial year ended 30 June 2018.

FY19 means the financial year ended 30 June 2019.

FY20 means the financial year ending 30 June 2020.

FY21 means the financial year ending 30 June 2021.

General Compulsory Acquisition has the meaning given in section 4.7 of this Target's Statement.

Goldman Sachs means Goldman Sachs Australia Pty Ltd (ABN 21 006 797 897).

GST has the same meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Iberdrola means Iberdrola S.A..

Iberdrola Australia means Iberdrola Renewables Australia Pty Ltd (ACN 628 620 815).

Iberdrola Bidder's Statement means the statement of Iberdrola Australia under Part 6.5 Division 2 of the Corporations Act relating to the Iberdrola Offer to be issued by Iberdrola Australia.

Iberdrola Minimum Acceptance Condition has the meaning given in section 4.8 of this Target's Statement.

Iberdrola Offer means the off-market takeover bid made by Iberdrola Australia for all of the Infigen Stapled Securities for \$0.86 per Infigen Stapled Securities on the terms and conditions set out in the Bid Implementation Agreement.

Iberdrola Offer Period means the period during which the Iberdrola Offer will remain open for acceptance.

Iberdrola Offer Price means \$0.86 per Infigen Stapled Security.

Iberdrola Offer Target's Statement means the Target's Statement to be issued by Infigen in response to the Iberdrola Offer.

IEL means Infigen Energy Limited (ABN 39 105 051 616).

IERL means Infigen Energy RE Limited (ABN 61 113 813 997).

IET means Infigen Energy Trust (ARSN 116 244 118).

Infigen means IEL and IET and, where the context requires, IERL as responsible entity of IET.

Infigen Equity Plan means the Infigen Energy Equity Plan approved by Infigen Security Holders in April 2009 as amended with the approval of Infigen Security Holders in November 2011.

Infigen Group means:

- (a) each of IEL and IET (and where applicable IERL acting in its capacity as responsible entity of IET);
- (b) each Entity that is a Subsidiary of any of IEL, IET or IERL; and
- (c) each Entity that one or more of IEL, IET or IERL directly or indirectly, through one or more intermediaries, Controls (including any sub-trust of IET),

(and **Infigen Group Member** means any member of the Infigen Group (where applicable, acting through its responsible entity or trustee)).

Infigen Securities mean the Infigen Stapled Securities, Options, or Performance Rights (as applicable) and Infigen Security means any of the foregoing (as applicable).

Infigen Securities Register means the register of Infigen Security Holders maintained by or on behalf of Infigen in accordance with the Corporations Act.

Infigen Securities Registry means Link Market Services in its capacity as provider of registry services in respect of the Infigen Securities Register.

Infigen Security Holder means a person who is registered as a holder of Infigen Stapled Securities in the Infigen Securities Register.

Infigen Security Holder Information Line means the information line established by Infigen to answer questions from Infigen Security Holders about the UAC Offer

Infigen Stapled Security means a fully paid ordinary share in IEL and a fully paid ordinary unit in IET, each stapled to the other (ASX:IFN).

Insolvency Event means in respect of an Entity, that the Entity:

- (a) is unable to pay any of its debts as and when due and payable or is deemed to be insolvent under any Law (in the case of an Entity that is a trustee, the relevant debts being the debts of the trust and not the trustee's debts in any other capacity);
- (b) applies or resolves to be wound up, given protection against creditors, placed in bankruptcy, or any analogous process (in the case of an Entity that is a trust, an application or resolution in respect of the winding up of, grant of protection against creditors in respect of, placement into bankruptcy of, or analogous process in relation to, the trust);
- (c) seeks to appoint or becomes subject to the appointment of a receiver, liquidator, provisional liquidator, administrator, manager, other controller (as defined in the Corporations Act) or trustee in bankruptcy or other similar official in respect of it or all or a substantial part of its assets (in the case of an Entity that is a trust, to all or a substantial part of the assets of the trust);
- (d) seeks protection from its creditors under any Law or proposes or enters into a compromise, moratorium, assignment, composition or arrangement with, or for the benefit of, any of its members or creditors;
- (e) is being deregistered as a company or other body corporate or otherwise dissolved; or
- (f) has happen to it anything analogous to or having similar effect to any of the events specified above under the Laws of any jurisdiction.

Interest Declaration means a declaration of the kind referred to in section 8.7 of this Target's Statement.

ISDA means the master agreement for derivatives published by the International Swaps and Derivatives Association, Inc.

ISDA Master Agreements have the meaning given section 9.9 of this Target's Statement.

IT has the meaning given in section 7.4.4 of this Target's Statement.

KMP means Key Management Personnel.

Last Trading Date means 22 June 2020.

Last Undisturbed Trading Date means 2 June 2020.

Law has the same meaning as given to it in the UAC Bidder's Statement.

Lazard means Lazard Pty Limited (ABN 84 086 785 622).

LGC means large-scale generation certificate, as defined in the *Renewable Energy (Electricity) Act 2000* (Cth).

Link Market Services means Link Market Services Limited (ACN 083 214 537).

LTI has the meaning given in section 9.7 of this Target's Statement.

Managing Director means the officer(s) of Infigen from time to time appointed to that position.

Material Contract has the meaning given to that term in the UAC Bidder's Statement, being any agreement, contract, deed, arrangement, constitution, by-laws, articles of association (or similar), right

or instrument, including any Financing Arrangement (each of the foregoing items being an **Arrangement**), which:

- (a) involves the provision of financial accommodation to or by Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee);
- (b) imposes, or would reasonably be expected to impose, obligations or liabilities on any party of at least \$5 million per annum or \$25 million over the life of the Arrangement;
- (c) contributes, or would reasonably be expected to contribute, \$26 million per annum of consolidated revenue, or has a notional reference capacity of 35MW, to the Infigen Group; or
- (d) is otherwise material to Infigen or in the context of the Infigen Group taken as a whole.

MLF has the meaning given in section 7.4.3 of this Target's Statement.

NEM has the meaning given in section 5.1 of this Target's Statement.

Non-Withholding Declaration means a Residency Declaration or an Interest Declaration.

NPAT has the meaning given to that term in section 5.5 of this Target's Statement.

O&M has the meaning given in section 7.4.4 of this Target's Statement.

OCGT has the meaning given to that term in section 5.1 of this Target's Statement.

Offer Consideration means the consideration offered for Infigen Stapled Securities under the UAC Offer, being A\$0.80 per Infigen Stapled Security (which will be reduced by the value of any distribution announced by Infigen on or following the Announcement Date if UAC decides not to rely on the Defeating Condition in respect of the announcement of the relevant distribution (see condition (p) in Attachment A)).

Offer Period means the period during which the UAC Offer will remain open for acceptance in accordance with the terms and conditions of the UAC Bidder's Statement.

Option means an option to acquire an Infigen Stapled Security.

Performance Right means a right, subject to the satisfaction of the applicable vesting conditions, to acquire the number of Infigen Stapled Securities which are the subject of the performance right or receive a cash amount equivalent to the market price (as at the vesting date) of such securities.

Post Bid Compulsory Acquisition has the meaning given in section 4.7 of this Target's Statement.

PPA has the meaning given in section 5.1 of this Target's Statement.

Pre-Bid Agreement means the Pre-bid Purchase Agreement entered into between Iberdrola Australia and TCI Funds, dated 17 June 2020.

Prescribed Occurrences has the meaning given to it in section 9.7 of the UAC Bidder's Statement and which is set out in Attachment A of this Target's Statement.

Principal Asset Test has the meaning given in section 8.6(b) of this Target's Statement.

Public Authority has the same meaning as given to it in the UAC Bidder's Statement.

Recipient means Lake Bonney BESS Pty Limited, being the Infigen Group Member that owns the SA Battery.

Register Date means 7.00pm (Sydney, Australia time) on 10 June 2020, being the date set by UAC under section 633(2) of the Corporations Act.

Related Body Corporate has the same meaning given in section 50 of the Corporations Act.

Relevant Interest has the meaning given by sections 608 and 609 of Corporations Act.

Relevant Material Contract has the meaning given to that term in the UAC Bidder's Statement, being a Material Contract (which Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee) is party to a beneficiary under which any party (other than Infigen or any other Infigen Group Member) (where applicable, acting through its responsible entity or trustee)) to such Material Contract has the right (**Relevant Right**) to:

- (a) terminate, cancel or rescind the Material Contract or any part of it, or suspend performance of its obligations under that Material Contract or any part of it;
- (b) vary, amend or modify that Material Contract;
- (c) exercise, enforce or accelerate any right under that Material Contract (including rights of pre-emption); or
- (d) benefit from the operation of a provision which automatically terminates, varies, amends or modifies that Material Contract,

(including where the Relevant Right is subject to (x) the satisfaction fulfilment or failure of a contingency or condition, (y) one or more defeating conditions to the UAC Offer being fulfilled or freed or (z) the effluxion of time) as a direct or indirect result of:

- (e) UAC or an associate of UAC announcing or making the UAC Offer;
- (f) UAC or an associate of UAC acquiring, or acquiring a relevant interest in, any Infigen Stapled Securities or any number or percentage of them;
- (g) UAC or an associate of UAC acquiring control of Infigen;
- (h) UAC or an associate of UAC implementing or seeking to implement any of its intentions for the Infigen Group as described in the UAC Bidder's Statement;
- (i) any of Infigen's Directors making a recommendation in relation to the UAC Offer; or
- (j) any actual or proposed change in, or change in Control of, the responsible entity or trustee of any Infigen Group Member.

Residency Declaration means a declaration of a kind referred to in section 8.7 of this Target's Statement.

Review Event has the meaning given in section 9.9 of this Target's Statement.

Review Period has the meaning given in section 9.9 of this Target's Statement.

Rights means all accreditations, rights or benefits of whatever kind attaching or arising from the Infigen Stapled Securities directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends and distributions and all rights to receive them or rights to receive or subscribe for Infigen Stapled Securities, notes, bonds, options or other securities announced, declared, paid or issued by Infigen or any of its Subsidiaries).

SA Battery means the 25 MW / 52 MWh Lake Bonney battery energy storage system.

Security Interest has the same meaning given in section 51A of the Corporations Act.

Specified Event means:

- (a) an event, change, condition, matter, circumstance or thing occurs, will occur, or is reasonably likely to occur;
- (b) information is disclosed or announced by Infigen concerning any event, change, condition, matter or circumstance or thing that has occurred (including prior to 3 June 2020), will occur, or is reasonably likely to occur; or
- (c) information concerning any event, change, condition, matter, circumstance or thing that has occurred (including prior to 3 June 2020), will occur, or is reasonably likely to occur, is discovered or otherwise becomes known to UAC (whether or not becoming public),

which, whether individually or when aggregated with all other events, changes, conditions, matters, circumstances or things that have occurred (including prior to 3 June 2020), will occur, or are reasonably likely to occur.

STI has the meaning given in section 9.7 of this Target's Statement.

Subsidiary has the same meaning given in section 46 of the Corporations Act.

Superior Proposal has the meaning given to that term in the Bid Implementation Agreement.

Target's Statement means this document and includes the Attachments to it.

TCI Funds means ClIFF UK LP (registration: LP19223) and The Children's Investment Master Fund (registration: MC-130241).

UAC means UAC Energy Holdings Pty Ltd (ABN 32 640 077 747).

UAC Bidder's Statement means the bidder's statement dated 9 June 2020 prepared by UAC in relation to the UAC Offer.

UAC Group means UAC and its Related Bodies Corporate.

UAC Offer means the off-market takeover offer by UAC for Infigen Stapled Securities under the terms and conditions contained in section 9 of the UAC Bidder's Statement.

UAC Offer Price means \$0.80 per Infigen Stapled Security, on and subject to the terms and conditions set out in the UAC Bidder's Statement.

UPC means the UPC Renewables group of companies, which includes the entities described at section 6.2 of this Target's Statement.

VWAP means the volume weighted average price of Infigen Stapled Securities sold on the ASX over the relevant period.

1.2 Interpretation

- (a) Unless otherwise specified, words and phrases have the same meaning given in the Corporations Act.

- (b) Where a term is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (d) Headings and bold type are for convenience only and do not affect the interpretation of this Target's Statement.
- (e) The singular includes the plural and vice versa.
- (f) Words importing any gender include all genders.
- (g) A reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate.
- (h) Unless otherwise specified, a reference to a section or paragraph are to a section of or paragraph in this Target's Statement.
- (i) Unless otherwise specified, a reference to time is a reference to the time in Sydney, Australia.
- (j) Unless otherwise specified, a monetary amount is in Australian dollars.

Attachment A Defeating Conditions of the UAC Offer

****Capitalised terms used but not otherwise defined in this Attachment A have the meaning given to them in the UAC Bidder's Statement dated 9 June 2020.***

(a) Foreign Investment Review Board approval

One of the following occurring:

- (i) the Treasurer, or his delegate, advises UAC in writing before the end of the Offer Period to the effect that there are no objections to the acquisition of Stapled Securities under the Offer;
- (ii) the Treasurer becomes precluded by the passage of time from making an order or decision under Division 2 of Part 3 of the FATA in relation to the acquisition of Stapled Securities under the Offer and that acquisition is not prohibited by section 82 of the FATA; or
- (iii) where an interim order is made under section 68 of the FATA in respect of the acquisition of Stapled Securities under the Offer, the subsequent period for making an order or decision under Part 3 of the FATA elapses without the Treasurer making such an order or decision.

(b) Other regulatory approvals

Before the end of the Offer Period, all approvals, waivers, exemptions, declarations, statements of no objection, orders, notices or consents that are required by Law, or by or from any Public Authority, as are necessary to permit:

- (i) the Offer to be lawfully made to and accepted by Infigen Securityholders; and
- (ii) the Offer and any transactions or arrangements contemplated by the Bidder's Statement to be completed (including, without limitation, full, lawful and effectual implementation of the intentions set out in the Bidder's Statement),

are:

- (iii) granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same; or
- (iv) no longer required, including as a result of the expiry of any statutory period.

(c) No regulatory action

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) there is not in effect any preliminary or final decision, order or decree issued by any Public Authority;
- (ii) no action or investigation is announced, commenced or threatened by any Public Authority; and
- (iii) no application is made to any Public Authority (other than by UAC or any associate of UAC),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, or action or investigation by, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or may otherwise materially impact upon, the making of the Offer and the completion of the Offer and any transactions or arrangements contemplated by the Bidder's Statement (including, without limitation, full, lawful, timely and effectual implementation of the intentions set out in the Bidder's Statement) or which requires the divestiture by UAC of any Stapled Securities or the divestiture by any Infigen Group Member of any material assets of the Infigen Group.

(d) Disclosure of Change of Control Provisions in Financing Arrangements

Infigen fully and fairly discloses:

- (i) to UAC in writing before the date of Infigen's Target's Statement;
- (ii) in an announcement to ASX before the date of Infigen's Target's Statement; or
- (iii) in Infigen's Target's Statement,

any and all provisions in the Financing Arrangements that may result in:

- (iv) any monies borrowed or raised by, or any other monetary obligations of, any Infigen Group Member being or becoming capable of being declared payable or repayable immediately or earlier than the payment date specified in the applicable Financing Arrangement or otherwise accelerated;
- (v) the terms of any Financing Arrangement being or becoming capable of being varied, amended or modified or operating in a manner that is adverse to the interests of any Infigen Group Member;
- (vi) any Financing Arrangement being or becoming capable of being terminated or rescinded;
- (vii) any commitment to provide financial accommodation under any Financing Arrangement being terminated, cancelled or suspended or becoming capable of being terminated, cancelled or suspended;
- (viii) any party being or becoming entitled to exercise any right arising on a breach or default, right to terminate any right or obligation, right to suspend any right or obligation or step-in right under or in connection with any Financing Arrangement; or
- (ix) IERL ceasing to be, or being or becoming capable of being removed as, the responsible entity of IET, or an Entity that is not an Infigen Group Member being, or being or becoming capable of being, appointed as a responsible entity of an Infigen Group Member,

(including if such event, change, condition, matter, circumstance or thing is subject to (x) the satisfaction, fulfilment or failure of a contingency or condition, (y) one or more defeating conditions to the Offer being fulfilled or freed or (z) the effluxion of time) as a direct or indirect result of:

- (x) UAC or an associate of UAC announcing or making the Offer;
- (xi) UAC or an associate of UAC acquiring, or acquiring a relevant interest in, any Stapled Securities or any number or percentage of them;

- (xii) UAC or an associate of UAC acquiring control of Infigen;
- (xiii) UAC or an associate of UAC implementing or seeking to implement any of its intentions for the Infigen Group as described in the Bidder's Statement;
- (xiv) any of the directors of Infigen or IERL making a recommendation in relation to the Offer;
or
- (xv) any actual or proposed change in, or change in control of, the responsible entity or trustee of an Infigen Group Member,

(sections (d)(iv) to (xv) inclusive being the **Change of Control Provisions**).

(e) **Waiver of Change of Control Provisions**

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) no party to any Financing Arrangements exercises, purports to exercise, states an intention to exercise, has (or may have), or states that it believes it has (or may have), any rights (whether or not subject to contingencies or conditions) under or in connection with any Change in Control Provision; and
- (ii) no event, change, condition, matter, circumstance or thing described in section (d)(iv) to (ix) (inclusive) occurs automatically under any Change of Control Provisions and no party to any Financing Arrangements states that any such event has occurred or may occur;
and

by no later than the date which is 10 days prior to the end of the Offer Period:

- (iii) each party to any Financing Arrangements (other than an Infigen Group Member) provides to Infigen or any other Infigen Group Member (as applicable) a written binding, irrevocable and unconditional waiver or release of any rights it may have under or in connection with any Change of Control Provisions; and
- (iv) Infigen fully and fairly discloses details of each such waiver or release:
 - (A) to UAC in writing;
 - (B) in Infigen's Target's Statement; or
 - (C) in an announcement to ASX before the date of Infigen's Target's Statement; and

each such waiver or release is not varied, revoked or qualified before the end of the Offer Period.

(f) **No material adverse change**

- (i) Between the Announcement Date and the end of the Offer Period (each inclusive) none of the following occurs:
 - (A) an event, change, condition, matter, circumstance or thing occurs, will occur, or is reasonably likely to occur;
 - (B) information is disclosed or announced by Infigen concerning any event, change, condition, matter, circumstance or thing that has occurred (including prior to the Announcement Date), will occur, or is reasonably likely to occur; or

- (C) information concerning any event, change, condition, matter, circumstance or thing that has occurred (including prior to the Announcement Date), will occur, or is reasonably likely to occur, is discovered or otherwise becomes known to UAC (whether or not becoming public),

(each of (A), (B) and (C), a **Specified Event**) which, whether individually or when aggregated with all other events, changes, conditions, matters, circumstances or things that have occurred (including prior to the Announcement Date), will occur, or are reasonably likely to occur, has had, will have or would be considered reasonably likely to have:

- (D) a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Infigen Group, taken as a whole; or
- (E) without limiting the generality of section (f)(i)(D), the effect of a diminution in:
 - (i) the value of the consolidated net assets of the Infigen Group, taken as a whole, by at least \$50 million against what it would reasonably have been expected to have been but for such Specified Event;
 - (ii) the consolidated EBITDA of the Infigen Group, taken as a whole, by at least \$15 million in any financial year for the Infigen Group against what it would reasonably have been expected to have been but for such Specified Event;
 - (iii) the consolidated net profits after tax of the Infigen Group, taken as a whole, of at least \$4 million in any financial year for the Infigen Group against what they would reasonably have been expected to have been but for such Specified Event,

including as a direct or indirect result of UAC making the Offer, acceptances of the Offer, or the acquisition of Stapled Securities by UAC whether pursuant to the Offer or otherwise.

- (ii) For the purposes of section(f)(i)(C), UAC shall not be taken to know of information concerning any event, change, condition, matter, circumstance or thing before the Announcement Date, unless the information has been fully and fairly disclosed by Infigen in its public filings with the ASX before the Announcement Date.

(g) **No prescribed occurrences**

Between the Announcement Date and the end of the Offer Period (each inclusive), none of the following prescribed occurrences (being the occurrences listed in section 652C of the Corporations Act) happen:

- (i) Infigen converting all or any of the Stapled Securities into a larger or smaller number of securities;
- (ii) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) resolving to reduce its capital in anyway;
- (iii) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) entering into a buyback agreement or resolving to approve the terms of a buyback agreement under subsection 257C(1) or 257D(1) of the Corporations Act;

- (iv) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) issuing Stapled Securities or other securities (other than Stapled Securities issued in accordance with the terms of the Performance Rights) or granting an option over its Stapled Securities or other securities or agreeing to make such an issue or grant such an option;
- (v) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) issuing, or agreeing to issue, convertible notes;
- (vi) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) disposing or agreeing to dispose of the whole, or a substantial part, of its business or property;
- (vii) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) granting, or agreeing to grant, a Security Interest in the whole, or a substantial part, of its business or property;
- (viii) Infigen or a Subsidiary of Infigen (where applicable, acting through its responsible entity or trustee) resolving that it be wound up;
- (ix) the appointment of a liquidator or provisional liquidator of Infigen or of a Subsidiary of Infigen;
- (x) the making of an order by a court for the winding up of Infigen or a Subsidiary of Infigen;
- (xi) an administrator of Infigen or a Subsidiary of Infigen being appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) Infigen or a Subsidiary of Infigen executing a deed of company arrangement; and
- (xiii) the appointment of a receiver, or receiver and manager, in relation to the whole, or a substantial part, of the property of Infigen or a Subsidiary of Infigen.

(h) **Financing**

- (i) Between the Announcement Date and the end of the Offer Period (each inclusive), no Infigen Group Member (where applicable, acting through its responsible entity or trustee):
 - (A) incurs, increases or guarantees any financial accommodation of any kind, other than incurring or increasing any financial indebtedness owed solely to Infigen or to an Infigen Group Member (where applicable, acting through its responsible entity or trustee) that is directly or indirectly wholly-owned by Infigen; or
 - (B) provides any financial accommodation to any Entity other than solely to Infigen or an Infigen Group Member (where applicable, acting through its responsible entity or trustee) that is directly or indirectly wholly-owned by Infigen,

in either case, of a maximum aggregate amount of \$35,000,000 or more.
- (ii) Between the Announcement Date and the end of the Offer Period (each inclusive), in respect of any Financing Arrangement:
 - (A) there is no subsisting event of default, termination event or review event (in each case however described) or event which with the giving of notice, lapse of time or other condition would constitute such an event (for this purpose any such event subsists if it has occurred and has not been waived or remedied in accordance with the terms of the relevant arrangement, agreement or instrument);

- (B) no amount is accelerated or is or becomes (or becomes reasonably likely to be) capable of being accelerated prior to its stated maturity;
- (C) no commitment (including one to provide any financial accommodation) is cancelled or suspended or is or becomes capable of being cancelled or suspended;
- (D) no party is entitled or becomes entitled to exercise any right arising on a breach or default, right to terminate any right or obligation, right to suspend any right or obligation or any step-in right;
- (E) neither Infigen nor any other Infigen Group Member (where applicable, acting through its responsible entity or trustee):
 - (i) breaches any covenant or makes any representation that is incorrect or misleading and which breach or misrepresentation is not remedied in accordance with the cure rights under the arrangement, agreement or instrument;
 - (ii) relies on any waiver or amendment to avoid the potential breach of any covenant or to avoid the making of any misrepresentation or to avoid an event of default, potential event of default or review event occurring;
 - (iii) allows an event of default, termination event or review event (in each case however described) or event which with the giving of notice, lapse of time or other condition would constitute such an event, to occur or subsist which is not remedied in accordance with the relevant cure rights under the arrangement, agreement or instrument;
 - (iv) allows an obligation to pay any amount to be accelerated or become capable of being accelerated; or
 - (v) permanently reduces the amount of debt prior to its maturity date or cancels any commitment.
- (iii) Infigen states in its Target's Statement what the aggregate debt (net of cash at bank available at call) of the Infigen Group is as at a date which is no more than 7 days before the date of its Target's Statement.
- (iv) Between the Announcement Date and the end of the Offer Period (each inclusive), UAC does not become aware that the aggregate debt (net of cash at bank available at call) of the Infigen Group exceeds \$454 million.
- (i) **No change of control or other adverse rights under Material Contracts**
 - (i) For the purposes of this section (i), **Material Contract** means any agreement, contract, deed, arrangement, constitution, by-laws, articles of association (or similar), right or instrument, including any Financing Arrangement (each of the foregoing items being an **Arrangement** in this section (i)), which:
 - (A) involves the provision of financial accommodation to or by Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee);

- (B) imposes, or would reasonably be expected to impose, obligations or liabilities on any party of at least \$5 million per annum or \$25 million over the life of the Arrangement;
 - (C) contributes, or would reasonably be expected to contribute,
 - (D) \$26 million per annum of consolidated revenue, or has a notional reference capacity of 35MW, to the Infigen Group; or
 - (E) is otherwise material to Infigen or in the context of the Infigen Group taken as a whole.
- (ii) For the purposes of this section (i), **Relevant Material Contract** means a Material Contract (which Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee)) is party to or a beneficiary under) under which any party (other than Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee)) to such Material Contract has the right (**Relevant Right**) to:
- (A) terminate, cancel or rescind that Material Contract or any part of it, or suspend performance of its obligations under that Material Contract or any part of it;
 - (B) vary, amend or modify that Material Contract;
 - (C) exercise, enforce or accelerate any right under that Material Contract (including rights of pre-emption); or
 - (D) benefit from the operation of a provision which automatically terminates, varies, amends or modifies that Material Contract,
- (including where that Relevant Right is subject to (x) the satisfaction, fulfilment or failure of a contingency or condition, (y) one or more defeating conditions to the Offer being fulfilled or freed or (z) the effluxion of time) as a direct or indirect result of:
- (E) UAC or an associate of UAC announcing or making the Offer;
 - (F) UAC or an associate of UAC acquiring, or acquiring a relevant interest in, any Stapled Securities or any number or percentage of them;
 - (G) UAC or an associate of UAC acquiring control of Infigen;
 - (H) UAC or an associate of UAC implementing or seeking to implement any of its intentions for the Infigen Group as described in the Bidder's Statement;
 - (I) any of the directors of Infigen or IERL making a recommendation in relation to the Offer; or
 - (J) any actual or proposed change in, or change in Control of, the responsible entity or trustee of any Infigen Group Member.
- (iii) Infigen states in its Target's Statement in response to the Offer or in an announcement to ASX before the date of Infigen's Target's Statement, whether or not Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee) is party to, bound by or subject to, a Relevant Material Contract, and the statement is not materially varied, revoked or qualified before the end of the Offer Period.

- (iv) If Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee) is party to, bound by or subject to, a Relevant Material Contract, details of the Relevant Material Contract are specified in Infigen's Target's Statement or in an announcement to ASX before the date of the Target's Statement, with such details to include the following:
 - (A) the nature of the Relevant Material Contract;
 - (B) the identity of the parties to the Relevant Material Contract; and
 - (C) the rights of the counterparties under the Material Contract that makes the contract a Relevant Material Contract.
- (v) By no later than the date that is 10 days prior to the end of the Offer Period:
 - (A) each relevant party to a Relevant Material Contract provides to Infigen or any other Infigen Group Member (as applicable) a written binding, irrevocable and unconditional waiver or release of all Relevant Rights (**Relevant Release**);
 - (B) Infigen fully and fairly discloses details of each such Relevant Release:
 - (i) to UAC in writing;
 - (ii) in Infigen's Target's Statement; or
 - (iii) in an announcement to ASX before the date of Infigen's Target's Statement; and

each Relevant Release is not varied, revoked or qualified before the end of the Offer Period.
- (vi) Between the Announcement Date and the end of the Offer Period (each inclusive), no party to any Material Contract (other than Infigen, any other Infigen Group Member or any responsible entity or trustee of any other Infigen Group Member), or a related body corporate, associate or affiliate of such a party, makes a written statement (whether or not such statement is or becomes public) to the effect that a Relevant Material Contract exists, unless in respect of such contract:
 - (A) the events referred to in sections (i)(v)(A) and (i)(v)(B) occur by no later than the date that is 10 days prior to the end of the Offer Period; and
 - (B) none of the events referred to in the final unnumbered paragraph in section (i)(v) occur.
- (vii) Between the Announcement Date and the end of the Offer Period (each inclusive), no Infigen Group Member (where applicable, acting through its responsible entity or trustee) enters into, amends or agrees to enter into or amend any Material Contract, material commitment or other material arrangement or issues a notice of termination, terminates or agrees to terminate, waives or otherwise forgoes any rights under any such Material Contract, commitment or arrangement, other than in the ordinary course of business.

(j) **No material acquisitions, disposals, capital expenditure or changes in the conduct of business**

Between the Announcement Date and the end of the Offer Period (each inclusive), neither Infigen nor any other Infigen Group Member (where applicable, acting through its responsible entity or trustee):

- (i) acquires or disposes of, or enters into, agrees to enter into or announces any agreement for the acquisition or disposal of, any asset or business, or enters into any transaction or arrangement, which would or would be likely to involve a material change in:
 - (A) the manner in which Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee) conducts its business; or
 - (B) the nature (including balance sheet classification), extent or value of the assets or liabilities of Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee);
- (ii) without limiting section (j)(i), enters into, agrees to enter into or announces any transaction or arrangement which would or may involve Infigen or any other Infigen Group Member (where applicable, acting through its responsible entity or trustee):
 - (A) acquiring or disposing of, or agreeing to acquire or dispose of, one or more companies, trusts or businesses (or any interest therein);
 - (B) acquiring, leasing or disposing of, or agreeing to acquire, lease or dispose of, any assets (including any real property, units in trusts or shares in companies) which have an aggregate value in excess of \$35,000,000;
 - (C) agreeing to incur capital expenditure on or after the Announcement Date of more than \$35,000,000 (individually or in aggregate); or
 - (D) entering into any contract or commitment (including the acquisition of, or agreement to acquire, any asset or entering into any lease or agreement for lease) that:
 - (i) requires payment by an Infigen Group Member (where applicable, acting through its responsible entity or trustee) of an amount in excess of \$35,000,000 (individually or in aggregate);
 - (ii) cannot be terminated on less than 12 months' notice without penalty; or
 - (iii) is not in the ordinary course of business;
- (iii) waives any material third party default where the financial impact on the Infigen Group will be in excess of \$35,000,000 (individually or in aggregate);
- (iv) accepts as a compromise of a matter less than the full compensation due to an Infigen Group Member (where applicable, acting through its responsible entity or trustee) where the financial impact of the compromise on the Infigen Group is more than \$35,000,000 (individually or in aggregate);
- (v) gives or agrees to give any encumbrance over any of its assets other than in the ordinary course of business;

- (vi) voluntarily changes any accounting policy applied by it to report its financial position, other than advised by its auditors or as required by Law;
- (vii) enters into any agreement, arrangement or transaction with respect to derivative instruments (including, but not limited to, swaps, futures contracts, forward commitments, commodity derivatives or options) or similar instruments other than in the ordinary course of business;
- (viii) (i) enters into or materially alters, varies or amends any employment, consulting, severance or similar agreement or arrangement with one or more of its officers, directors, other executives or employees, or (ii) without limiting the generality of the foregoing, increases compensation or benefits for any of the above, where the aggregate of all increases in compensation or benefits is greater than 10% of the aggregate value of such compensation or benefits to which those persons were entitled before the Announcement Date;
- (ix) pays any of its officers, directors, other executives or employees a termination or retention payment, other than in accordance with contractual arrangements in effect before the Announcement Date and which have been publicly disclosed; or
- (x) conducts its business other than in the ordinary course,

or authorises, commits, agrees or announces an intention to do any of the matters set out above.

(k) No Insolvency Event

Between the Announcement Date and the end of the Offer Period (each inclusive), neither Infigen nor any other Infigen Group Member (where applicable, acting through its responsible entity or trustee) suffers or is reasonably likely to suffer an Insolvency Event (including after the end of the Offer Period).

(l) Responsible entity and other changes

Between the Announcement Date and the end of Offer Period (each inclusive), none of the following occurs:

- (i) Infigen or IERL implements, or agrees or proposes to implement or otherwise participate in, any transaction, proposal or arrangement under which (if implemented) management of IET is or would be 'externalised' in any way;
- (ii) IERL is removed or replaced as responsible entity of IET or an agreement is entered into, or there is any intention announced by Infigen, to remove or replace IERL as responsible entity of IET;
- (iii) the trustee of any Infigen Group Member as at the Announcement Date ceases to be the trustee of that Infigen Group Member, unless the outgoing trustee is replaced as trustee by another Infigen Group Member;
- (iv) Infigen enters into or amends any contract or commitment (or any series of related contracts or commitments) which relates to the provision of investment management, administration or related services to Infigen;
- (v) a change of Control occurs, is reasonably likely to occur, is proposed to occur, or is agreed to occur in respect of Infigen, other than as a result of the Offer;

- (vi) a change of Control occurs, is reasonably likely to occur, is proposed to occur, or is agreed to occur in respect of IERL, other than as a result of the Offer;
- (vii) a change is made, proposed to be made, or agreed to be made to any of the constitutional documents of Infigen or of any other Infigen Group Member; or
- (viii) any special or extraordinary resolution is passed, proposed to be passed, or agreed to be passed in respect of Infigen or of any other Infigen Group Member.

(m) **No untrue statements to ASX or ASIC**

Between the Announcement Date and the end of the Offer Period (each inclusive), UAC does not become aware that any document filed or lodged by or on behalf of any Infigen Group Member, with ASX or ASIC:

- (i) contains a statement which is incorrect or misleading in a material particular; or
- (ii) from which there is a material omission.

(n) **Equal access**

Between the Announcement Date and the end of the Offer Period (each inclusive), Infigen promptly, and in any event within 2 Business Days, provides to UAC a copy of all information that is not generally available (within the meaning of the Corporations Act) relating to the Infigen Group or its assets, liabilities or operations, that has been provided by any Infigen Group Member or any of their respective directors, officers, agents or representatives to any person other than UAC, including for the purposes of soliciting, encouraging or facilitating any proposal with respect to a Competing Proposal, other than in the ordinary course of business.

(o) **No issue of convertible securities, derivatives or other rights**

Between the Announcement Date and the end of the Offer Period (each inclusive), Infigen does not issue or grant, or agree to issue or grant, any securities, derivatives or other rights (including Performance Rights) convertible into or that may result in the issue of Stapled Securities, or any other incentives which are convertible into or may result in the issue of, Stapled Securities, under the Infigen Energy Equity Plan or otherwise, and does not alter its capital structure or the rights attached to any of the Stapled Securities (other than pursuant to the issue of Stapled Securities that come to be in the bid class between the Register Date and the end of the Offer Period in accordance with the terms of, or otherwise in connection with, Performance Rights, securities, derivatives or other rights that are on issue as at the Register Date).

(p) **No distributions**

Between the Announcement Date and the end of the Offer Period (each inclusive), Infigen does not announce, make, declare or pay any distribution (whether by way of dividend, bonus, capital reduction or otherwise and whether in cash or in specie).

Attachment B Infigen ASX announcements

The following announcements have been lodged on Infigen's ASX platform between 22 August 2019 and the Last Trading Date (inclusive of both dates):

DATE	TITLE
19/06/2020	UAC FIRB approval obtained
17/06/2020	Becoming a substantial holder
17/06/2020	Announcement made by Iberdrola Australia
17/06/2020	Infigen announces no distribution for H2FY20
17/06/2020	Infigen announces recommended takeover offer from Iberdrola
11/06/2020	Ceasing to be a substantial holder
10/06/2020	Infigen Monthly Production – May 2020
10/06/2020	Change in substantial holding
09/06/2020	Infigen Board Recommends Investors Take No Action with respect to the UAC proposal
09/06/2020	Change in substantial holding
09/06/2020	UAC notice of people to whom information is to be sent
09/06/2020	UAC Bidder's Statement
05/06/2020	Ceasing to be a substantial holder
04/06/2020	Infigen Recommends Investors Take No Action with respect to the UAC proposal
03/06/2020	UAC Intention to Make an Off-Market Takeover Offer
03/06/2020	Becoming a substantial holder
03/06/2020	UAC announces takeover bid for Infigen Energy
02/06/2020	Change in substantial holding
13/05/2020	Infigen ESG Report 2019
12/05/2020	Infigen Monthly Production - April 2020
01/05/2020	Third Quarter FY20 Activity Report
09/04/2020	Infigen Monthly Production - March 2020

DATE	TITLE
03/04/2020	Change of Director's Interest Notice
26/03/2020	Appendix 2A
25/03/2020	Update - Dividend/Distribution - IFN
25/03/2020	DRP Participation and Price
11/03/2020	Infigen Monthly Production - February 2020
09/03/2020	Infigen enters into Collector Wind Farm PPA
21/02/2020	FY20 Interim Results
21/02/2020	Appendix 40 and FY20 Interim Financial Report
11/02/2020	Ceasing to be a substantial holder
11/02/2020	Infigen Monthly Production - January 2020
10/02/2020	Becoming a substantial holder
31/01/2020	Second Quarter FY20 Activity Report
29/01/2020	Ceasing to be a substantial holder
10/01/2020	Becoming a substantial holder from MUFG
10/01/2020	Infigen Monthly Production - December 2019
06/01/2020	Ceasing to be a substantial holder from MUFG
16/12/2019	Dividend/Distribution - IFN
16/12/2019	Infigen Announces H1/FY20 Distribution
10/12/2019	Infigen Monthly Production - November 2019
29/11/2019	Appendix 3B
26/11/2019	Change of Director's Interest Notice
26/11/2019	Change of Director's Interest Notice
21/11/2019	Results of Annual General Meeting
21/11/2019	AGM Presentations
13/11/2019	Infigen Monthly Production - October 2019
07/11/2019	Smithfield OCGT Site Tour Presentation

DATE	TITLE
31/10/2019	First Quarter FY20 Activity Report
21/10/2019	Infigen Energy 2019 AGM Notice of Meeting
11/10/2019	Infigen Monthly Production - September 2019
01/10/2019	Change of Director's Interest Notice
26/09/2019	Appendix 3B
25/09/2019	Update - Dividend/Distribution - IFN
25/09/2019	DRP Participation and Price
24/09/2019	Date of 2019 AGM
12/09/2019	Infigen Monthly Production - August 2019
12/09/2019	Presentation to RBC Renewables Forum
06/09/2019	S&P DJI Announces September 2019 Quarterly Rebalance
28/08/2019	Infigen Adds South Australia Gas Turbines
22/08/2019	Appendix 4G
22/08/2019	Infigen Energy FY19 Full Year Results
22/08/2019	Appendix 4E and FY19 Annual Report