



**DLA Piper Australia**  
Level 22  
No.1 Martin Place  
Sydney NSW 2000  
GPO Box 4082  
Sydney NSW 2001  
Australia  
**DX** 107 Sydney  
**T** +61 2 9286 8000  
**F** +61 2 9286 8007  
**W** [www.dlapiper.com](http://www.dlapiper.com)

Market Announcements Office  
ASX Limited  
Exchange Centre  
20 Bridge Street  
SYDNEY NSW 2000

29 June 2020

**FOR IMMEDIATE RELEASE TO THE MARKET**

Dear Sir/Madam

**Bidder's Statement - Iberdrola Renewables Australia Pty Limited's takeover bid for all stapled securities of Infigen Energy Limited (ABN 39 105 051 616) and Infigen Energy Trust (ARSN 116 244 118) (Infigen Energy)**

We act for Iberdrola Renewables Australia Pty Limited (ACN 628 620 815) (**Iberdrola Australia**) and have been authorised by the board of Iberdrola Australia to provide this release.

We attach, by way of service pursuant to section 633(1C) of the Corporations Act (inserted into the Corporations Act by ASIC Class Order 13/521), a copy of Iberdrola Australia's bidder's statement, dated 24 June 2020, in relation to Iberdrola Australia's off-market takeover bid to acquire all of the stapled securities of Infigen Energy that Iberdrola Australia has today commenced sending to holders of Infigen stapled securities. The offer under the takeover bid opens today.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'J. Stewart', written over a vertical line.

**JAMES STEWART**  
**Partner**  
**DLA PIPER AUSTRALIA**

Direct +61 2 9286 8112

[james.f.stewart@dlapiper.com](mailto:james.f.stewart@dlapiper.com)

**DLA Piper Australia** is part of DLA Piper, a global law firm, operating through various separate and distinct legal entities.

A list of offices and regulatory information can be found at [www.dlapiper.com](http://www.dlapiper.com)



## BIDDER'S STATEMENT

in relation to an off-market bid by Iberdrola Renewables Australia Pty Limited (ACN 628 620 815) a wholly owned Subsidiary of Iberdrola, S.A., to purchase all of the stapled securities in Infigen for:

**A\$0.86 cash per Infigen Stapled Security.**

**The Infigen Directors unanimously recommend that you**

# **ACCEPT THE OFFER**

**in the absence of a superior proposal.**

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION.

You should read this document in its entirety. If you are in any doubt as to how to deal with this document, you should consult your financial or other professional adviser.

---

Information hotline:

If you have any queries in relation to the Offer, please call the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia).



Legal Adviser



Financial Adviser

# IMPORTANT INFORMATION

## Bidder's Statement

This Bidder's Statement is dated 24 June 2020 and is given by Iberdrola Renewables Australia Pty Limited ACN 628 620 815 (**Iberdrola Australia**), a wholly-owned Subsidiary of Iberdrola, S.A. (**Iberdrola**), to Infigen Energy Limited ACN 105 051 616 (**IEL**) and to Infigen Energy RE Limited ACN 113 813 997 (AFSL 290 710) (**IERL**), the responsible entity of Infigen Energy Trust (ARSN 116 244 118) (**IET**) under Part 6.5 of the Corporations Act in relation to the Takeover Bid for all of the Stapled Securities.

This Bidder's Statement includes an Offer dated 29 June 2020 to acquire all of your Infigen Stapled Securities, the terms of which are set out in Section 9, and also sets out certain disclosures required by the Corporations Act.

You should read this Bidder's Statement in its entirety.

## ASIC and ASX disclaimer

A copy of this Bidder's Statement was lodged with ASIC and provided to ASX on 24 June 2020. Neither ASIC, ASX nor any of their respective officers takes any responsibility for the contents of this Bidder's Statement or the merits of the Offer.

## Investment decisions

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. Before deciding whether to accept the Offer under this Bidder's Statement, you should consider the contents of the Bidder's Statement in light of your personal circumstances (including financial and taxation issues) and seek professional advice from an accountant, stockbroker, lawyer or other professional adviser.

## Defined terms

A number of defined terms are used in this Bidder's Statement. These terms are defined in Section 10. Unless the contrary intention appears, the context requires otherwise or words are defined in Section 10 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

## Forward looking statements

This Bidder's Statement may include certain statements that are in the nature of forward looking statements (including statements of current intentions, statements of opinion and predictions as to possible future events). You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. These forward looking statements are subject to risks, uncertainties and assumptions which could cause actual values, results, events or achievements to differ materially from the expectations described in such forward looking statements. While Iberdrola Australia

believes that the expectations reflected in the forward looking statements in this document are reasonable, no assurance can be given that such expectations will prove to be correct. You are cautioned not to place undue reliance on any forward looking statement and any forward looking statement contained in this document is qualified by this cautionary statement.

None of Iberdrola Australia, Iberdrola, the officers of Iberdrola Australia, the officers of Iberdrola or any Iberdrola Group Member, any person named in this Bidder's Statement with their consent or any other person involved in the preparation of this Bidder'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 outcomes expressed or implied in any forward-looking statement and any statements in the nature of a forward looking statement having regard to the fact that the outcome may not be achieved. The forward looking statements and statements in the nature of forward looking statements in this Bidder's Statement reflect views held only as at the date of this Bidder's Statement.

## Information on Infigen

All information in this Bidder's Statement relating to Infigen has been prepared by or on behalf of Iberdrola Australia using publicly available information and limited information made available to Iberdrola Australia (including the Disclosure Materials) by Infigen. None of that information has been commented on or verified by Infigen or the Infigen Board, and has not been independently verified by Iberdrola Australia or its officers for the purposes of this Bidder's Statement.

Accordingly, subject to the Corporations Act, none of Iberdrola Australia, Iberdrola, Iberdrola Australia's or Iberdrola's directors or any Iberdrola Group Member make any representation or warranty, express or implied, as to the accuracy or completeness of such information. The information on Infigen in this Bidder's Statement should not be considered comprehensive. In addition, the Corporations Act requires the Infigen Directors to provide a Target's Statement to Infigen Securityholders in response to this Bidder's Statement, setting out certain material information concerning Infigen.

## Effect of rounding and scale

A number of graphs, charts, figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Bidder's Statement are illustrative only, may not be drawn to scale and subject to the effect of rounding. Accordingly, the actual numbers may differ from those set out in this Bidder's Statement. Any discrepancies between totals in tables or financial statements, or in calculations, graphs or charts may be due to rounding or scale efficiencies.

## Websites

Both Iberdrola and Infigen maintain internet sites. The Iberdrola website is [www.iberdrola.com](http://www.iberdrola.com). Infigen's website is [www.infigenenergy.com](http://www.infigenenergy.com). Information contained in, or otherwise accessible through, these internet sites is not a part of this Bidder's Statement. All references in this Bidder's Statement to these internet sites are inactive textual references to these internet sites and are for your reference only.

## Notice to foreign Infigen Securityholders

This Bidder's Statement is intended to be distributed in Australia. The distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Bidder's Statement should inform themselves of, and observe, those restrictions. Failure to comply with such restrictions may constitute a violation of applicable securities laws.

If you are not an Australian resident taxpayer or are liable for tax outside Australia, you should seek specific tax advice in relation to the Australian and overseas tax consequences of accepting the Offer.

## Privacy

Iberdrola Australia has collected your information from the register of members of Infigen for the purpose of making the Offer and, if accepted, administering the acceptance of the Offer in respect of your holding of Infigen Stapled Securities and paying out any resulting Offer consideration. The Corporations Act requires the name and address of securityholders to be held in a public register. Your information may be disclosed on a confidential basis to Iberdrola Australia's Related Bodies Corporate and external service providers (such as the Registry and providers of print and mail services), and may be required to be disclosed to regulators such as ASIC. If you would like details of information about you held by Iberdrola Australia or the Registry please contact them at the address set out in the corporate directory or call the Offer Information Line.

## Offer Information Line

For information regarding your Infigen Stapled Securities, the Offer or how to accept the Offer please read this Bidder's Statement. If you still need assistance, please contact the Offer Information Line on:

For Australian callers: 1800 830 977

For international callers: +61 1800 830 977



# CONTENTS

|   |           |   |            |
|---|-----------|---|------------|
| <b>1. SUMMARY OF THE OFFER</b>  | <b>15</b> |   |            |
| <b>2. PROFILE OF IBERDROLA AUSTRALIA AND IBERDROLA</b>                                      | <b>16</b> |   |            |
| 2.1 Overview of Iberdrola Australia   | 16        | 7.2 Infigen Securityholders who are Australian residents for tax purposes     | 34         |
| 2.2 Iberdrola, S.A.   | 16        | 7.3 Infigen Securityholders who are not Australian residents for tax purposes | 35         |
| 2.3 Publicly available information about Iberdrola  | 21        | 7.4 Foreign resident CGT withholding tax                                      | 36         |
| 2.4 Announcements by Iberdrola Australia and Iberdrola in relation to the Offer             | 21        | 7.5 GST   | 36         |
|   |           | 7.6 Stamp Duty  | 36         |
| <b>3. INFORMATION ABOUT INFIGEN AND INFIGEN GROUP</b>                                       | <b>22</b> | <b>8. OTHER MATERIAL INFORMATION</b>  | <b>37</b>  |
| 3.1 Disclaimer  | 22        | 8.1 Bid Implementation Agreement  | 37         |
| 3.2 Overview of Infigen   | 22        | 8.2 Pre-Bid Purchase Agreement  | 39         |
| 3.3 Principal activities of Infigen Group   | 22        | 8.3 Due diligence on Infigen  | 40         |
| 3.4 Historical financial information on Infigen   | 23        | 8.4 Conditions  | 40         |
| 3.5 Infigen Distribution Policy   | 24        | 8.5 Time for determining holders of Infigen Stapled Securities                | 41         |
| 3.6 Directors of Infigen  | 24        | 8.6 Consents  | 41         |
| 3.7 Substantial holders of Infigen Stapled Securities                                       | 24        | 8.7 Document lodged with ASIC or given to ASX                                 | 41         |
| 3.8 Infigen financing arrangements  | 25        | 8.8 Official statements   | 42         |
| 3.9 Publicly available information  | 25        | 8.9 Broker commission   | 42         |
| 3.10 Announcements by Infigen in relation to the Offer                                      | 25        | 8.10 Institutional Acceptance Facility  | 42         |
|   |           | 8.11 Social security and superannuation implications of the Offer             | 43         |
| <b>4. INFORMATION ON INFIGEN SECURITIES</b>   | <b>26</b> | 8.12 Approvals for payment of consideration                                   | 43         |
| 4.1 Infigen securities on issue   | 26        | 8.13 Withholding of consideration   | 43         |
| 4.2 Infigen Stapled Securities  | 26        | 8.14 No other material information  | 43         |
| 4.3 Infigen Equity Plan and Performance Rights  | 26        |   |            |
| 4.4 Effect of the Offer on Performance Rights   | 26        | <b>9. THE OFFER TERMS</b>   | <b>44</b>  |
| 4.5 Relevant Interests and voting power   | 26        | 9.1 The Offer   | 44         |
| 4.6 Dealings in Infigen securities  | 27        | 9.2 Offer Period  | 44         |
| 4.7 Recent price performance of Infigen Stapled Securities                                  | 27        | 9.3 How to accept this Offer  | 44         |
| 4.8 No escalation agreements  | 27        | 9.4 Foreign Laws  | 45         |
| 4.9 No collateral benefits  | 27        | 9.5 Status and effect of acceptance   | 45         |
|   |           | 9.6 Your agreement  | 47         |
| <b>5. IBERDROLA AUSTRALIA'S INTENTIONS</b>  | <b>28</b> | 9.7 Conditions  | 48         |
| 5.1 Introduction  | 28        | 9.8 Nature and operation of Conditions  | 50         |
| 5.2 Overview and rationale for the Offer  | 28        | 9.9 Payment of consideration  | 50         |
| 5.3 Review of Infigen   | 28        | 9.10 Offerees   | 52         |
| 5.4 Intentions upon acquiring 90% or more of all Infigen Stapled Securities                 | 29        | 9.11 Variation and withdrawal of Offer  | 53         |
| 5.5 Intentions upon acquiring more than 50% but less than 90% of Infigen Stapled Securities | 30        | 9.12 Additional copies of Offer documents                                     | 53         |
| 5.6 Intentions upon acquiring less than 50% of Infigen Stapled Securities                   | 31        | 9.13 Costs and stamp duty   | 53         |
| 5.7 Other intentions  | 31        | 9.14 Notices  | 53         |
| 5.8 Limitations on intentions   | 32        | 9.15 Governing law and jurisdiction   | 53         |
| 5.9 Conflict management   | 32        |   |            |
|   |           | <b>10. DEFINITIONS AND INTERPRETATION</b>                                     | <b>54</b>  |
| <b>6. SOURCES OF CASH CONSIDERATION</b>   | <b>33</b> | 10.1 Definitions  | 54         |
| 6.1 Maximum amount payable  | 33        | 10.2 Interpretation   | 59         |
| 6.2 Source of funding   | 33        |   |            |
| <b>7. TAXATION CONSIDERATIONS</b>   | <b>34</b> | <b>11. APPROVAL OF BIDDER'S STATEMENT</b>                                     | <b>60</b>  |
| 7.1 Australian tax implications for Infigen Securityholders                                 | 34        | <b>ANNEXURE A</b>   | <b>61</b>  |
|   |           | <b>ANNEXURE B</b>   | <b>75</b>  |
|   |           | <b>CORPORATE DIRECTORY</b>  | <b>IBC</b> |

# KEY DATES & OFFER ACCEPTANCE

## Key dates

| Event  |                                       |
|--|---------------------------------------|
| Date of announcement of Takeover Bid               | 17 June 2020                          |
| Date of Bidder's Statement and lodgement with ASIC | 24 June 2020                          |
| Offer opens (date of Offer)                        | 29 June 2020                          |
| Offer closes (unless extended or withdrawn)*       | 7:00 pm (Sydney time) on 30 July 2020 |

\* The closing date for the Offer may be extended as permitted by the Corporations Act.

## How to accept

You may accept the Offer in respect of all (and not some only) of your Infigen Stapled Securities. To accept the Offer, you should proceed as set out below. Full details on how to accept the Offer are set out in Section 9.3.

|                                       |  |
|---------------------------------------|--|
| <b>Step 1</b><br>Read                 | Carefully read the entire Bidder's Statement.  |
| <b>Step 2</b><br>Consult              | Consult your financial, legal, taxation or other professional adviser if you are in any doubt as to what action to take or how to accept the Offer.  |
| <b>Step 3</b><br>Complete or instruct | <p><b>CHESS Holding</b></p> <p>To accept the Offer in respect of your Infigen Stapled Securities held in a CHESS Holding (you have a Holder Identification Number prefixed with 'X'):</p> <ul style="list-style-type: none"> <li>if you are not a Participant, you must either: <ul style="list-style-type: none"> <li><b>(instruct)</b> instruct your Controlling Participant (usually your Broker) to initiate acceptance of the Offer on your behalf in accordance with ASX Settlement Operating Rule 14.14, so as to be effective before the end of the Offer Period; or</li> <li><b>(complete)</b> complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all other documents required by those instructions on it or by the terms of this Offer, so that they are received at the address given on the Acceptance Form in sufficient time for Iberdrola Australia to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf so as to be effective before the end of the Offer Period,</li> </ul> </li> </ul> <p>and comply with any other applicable ASX Settlement Operating Rules.</p> <ul style="list-style-type: none"> <li>if you are Participant you must initiate acceptance of the Offer in accordance with ASX Settlement Operating Rule 14.14 so as to be effective before the end of the Offer Period and comply with any other applicable ASX Settlement Operating Rules.</li> </ul> <p><b>Issuer Sponsored Holding</b></p> <p>To accept this Offer in respect of your Infigen Stapled Securities which are held in an Issuer Sponsored Holding (you have a Securityholder Reference Number prefixed with 'I') you must complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all documents required by the instructions on it and the terms of this Offer, so that they are received at the address given on the Acceptance Form before the end of the Offer Period.</p> |
| <b>Step 4</b><br>Post                 | <p>Post your completed Acceptance Form in the enclosed pre-addressed envelope to:</p> <p>Infigen Takeover<br/>Link Market Services Limited<br/>Locked Bag A14<br/>SYDNEY SOUTH NSW 1235</p>  |

To be effective, Acceptance Forms must be received in sufficient time for your instruction to be processed by 7:00 pm (Sydney time) on 30 July 2020, unless the Offer is extended or withdrawn as permitted by the Corporations Act.

Standard delivery may take up to six Business Days, or longer from regional areas. Postage times may have increased generally as a result of the impact of the COVID-19 situation. Infigen Securityholders should bear this in mind when returning Acceptance Forms using Australia Post.

# LETTER FROM THE DIRECTORS OF IBERDROLA AUSTRALIA

24 June 2020

Dear Infigen Securityholder

## Unanimously recommended all cash Offer for Infigen

We are pleased to provide you with this Offer from Iberdrola Renewables Australia Pty Limited (**Iberdrola Australia**), which is a wholly-owned subsidiary of Iberdrola, S.A., to acquire all of your stapled securities in Infigen at an Offer Price of A\$0.86 cash per Infigen Stapled Security.

Infigen is a well-recognized supplier of clean energy in Australia with 670 MW of owned renewables and more than 1GW of pipeline, combined with 268 MW of highly valued firming assets and an additional 246MW of contracted renewables capacity.

The Offer delivers a compelling opportunity for Infigen Securityholders to realise liquidity and certainty of value.

## Offer price represents significant premium

The Offer Price represents attractive value relative to the levels at which Infigen Stapled Securities were trading prior to the UAC Energy Takeover Announcement on 3 June 2020, representing a significant premium of:

- 7.5% to UAC Energy's offer price of \$0.80 per Infigen Stapled Security;
- 45.8% to the undisturbed closing price of Infigen Stapled Securities on 2 June 2020;
- 55.5% to the 30-day VWAP of Infigen Stapled Securities up to and including 2 June 2020;<sup>1,2</sup>
- 48.7% to the 90-day VWAP of Infigen Stapled Securities up to and including 2 June 2020;<sup>1,3</sup> and
- 47.2% to the 12-month VWAP of Infigen Stapled Securities up to and including 2 June 2020.<sup>1,4</sup>

The Offer's all cash consideration provides you with a certain and attractive value, and this should be considered against the market price risks and uncertainties of the Infigen Stapled Securities that you as an Infigen Securityholder are currently exposed to.

The Offer is subject to limited Conditions, set out in Section 9.7 of this Bidder's Statement, including a 50% minimum acceptance condition (on a fully diluted basis), FIRB Approval, No Material Adverse Change and certain other conditions.

If the Offer becomes or is declared unconditional, Infigen Securityholders who accept the Offer will be paid on or before the earlier of:

- the day one month after the Offer is accepted or, if the Offer is subject to a Condition when accepted, within one month after the Offer becomes or is declared unconditional; and
- 21 days after the end of the Offer Period.

The Offer represents a superior alternative to UAC Energy's unsolicited, conditional takeover bid as it represents a premium of 7.5% to UAC Energy's offer price, is less conditional overall, has been agreed in a friendly and collaborative manner with Infigen's Board and is supported by a Pre-Bid Purchase Agreement entered into with Infigen's largest shareholders, The Children's Investment Master Fund and Cliff Capital UK LP (**TCI Funds**) under which Iberdrola Australia agreed to purchase 194,139,613 Infigen Stapled Securities (representing 20%) from the TCI Funds, subject to certain conditions.

## Recommended Offer with unanimous support of the Infigen Board and the TCI Funds Pre-Bid Purchase Agreement

### Infigen Board

The Infigen Directors have unanimously recommended that Infigen Securityholders accept the Offer, in the absence of a superior proposal.

Furthermore, the Infigen Directors intend to accept the Offer with respect to their Infigen Stapled Securities, in the absence of a superior proposal.

1. Source: IRESS. IRESS which is not required to consent, has not consented to use of, or references to, its data in this Bidder's Statement. VWAP is calculated based on market value traded on ASX divided by market volume traded on ASX.

2. VWAP of A\$0.553 calculated from 22 April 2020 to 2 June 2020 (inclusive).

3. VWAP of A\$0.578 calculated from 24 January 2020 to 2 June 2020 (inclusive).

4. VWAP of A\$0.584 calculated from 3 June 2019 to 2 June 2020 (inclusive).

## LETTER FROM THE DIRECTORS OF IBERDROLA AUSTRALIA (continued)

### TCI Funds

The TCI Funds, which together own 33.1% of the Infigen Stapled Securities have entered into a Pre-Bid Purchase Agreement with Iberdrola Australia. 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 Offer, conditional on FIRB approval being obtained and subject to the Offer becoming unconditional and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' securities) or where the TCI Funds' acceptance of their securities into the 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 Purchase Agreement includes termination rights, including in certain circumstances if a superior offer emerges which is unmatched by Iberdrola Australia.<sup>5</sup> As at the date of this Bidder's Statement no Superior Proposal to the Offer has emerged.

### About Iberdrola

Iberdrola, S.A. is a listed Spanish corporation (sociedad *anónima*) with a market capitalisation of €65.76 billion<sup>6</sup> (A\$107.54 billion)<sup>7</sup> which was incorporated in the Kingdom of Spain in 1901 and is currently one of the world's leading private electricity groups in terms of market capitalisation and the number of customers it serves, and the number one producer of wind power.

Iberdrola Group primarily carries out activities in the electricity industry in the Kingdom of Spain, the United Kingdom, the United States of America, Mexico and Brazil, and has a significant presence in France, Italy, Portugal and Greece (amongst others).

As at 31 March 2020, Iberdrola Group had global net assets of €47.170 billion (A\$77.135 billion)<sup>8</sup> and for the year ended 31 March 2020 had revenue of €9.426 billion (A\$15.414 billion)<sup>8</sup> and net profit of €1.257 billion (A\$2.056 billion)<sup>8</sup>.

Iberdrola has an existing presence in the Australian renewables market through our Port Augusta hybrid wind and solar project in South Australia. This presence, along with extensive discussions with the Infigen Board and management over many months has allowed us gain a good understanding of both the opportunities and the challenges ahead for Infigen as the Australian renewables market continues to develop. That understanding provides the basis for the attractive premium we are offering Infigen Securityholders.

The Iberdrola Group, as the world's leader in renewable energy, is at the forefront of the global energy transition and the fight against climate change. We are excited at the prospect of growing our presence in Australia which we consider a strategic region and believe our proven platform model will contribute to a stronger and more competitive energy market. The Iberdrola Group is committed towards Sustainable Development Goals thanks to a strong focus on ESG metrics.

Iberdrola follows high standards of corporate governance with a majority of independent members on the board (11 out of 14) and strong female representation (more than 40% of board members are women).

### Further information

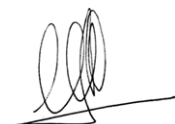
Detailed information in respect of the Offer is set out in this Bidder's Statement. We encourage you to read the entirety of this Bidder's Statement carefully and then accept the Offer as soon as possible.

The Offer is open for acceptance until 7:00 pm (Sydney time) on 30 July 2020, unless extended or withdrawn. To accept the Offer you should follow the instructions detailed on the enclosed Acceptance Form and in this Bidder's Statement.

If you have any questions, please contact the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia), or consult your financial, legal, taxation or other professional adviser. The Offer Information Line is open between 9:00 am and 5:00 pm (Sydney time) during the Offer Period.

On behalf of the Iberdrola Australia board of directors, thank you for considering the Offer and we look forward to receiving your acceptance.

Yours sincerely



**César Calvo Hernáez**

**Director**

Iberdrola Renewables Australia Pty Limited



**Fernando Santamaría Mosquera**

**Director**

Iberdrola Renewables Australia Pty Limited

5. For full terms and conditions, please refer to the copy of the Pre-Bid Purchase Agreement released on the ASX Market Announcements Platform as Annexure B to the 'Form 603 – Notice of initial substantial holder' lodged by Iberdrola Australia on 17 June 2020.

6. Market capitalisation data collected from Bloomberg on the Last Trading Date. Bloomberg which is not required to consent, has not consent to the use of, or references to its data in this Bidder's Statement.

7. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

8. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

## WHY YOU SHOULD ACCEPT THE OFFER

|    |   |
|----|---|
| 1. | The Offer represents a <b>SIGNIFICANT PREMIUM</b> to Infigen's historic market prices as well as the UAC Energy Offer   |
| 2. | The Offer represents a <b>SIGNIFICANT PREMIUM</b> to the average analyst target prices for Infigen  |
| 3. | The Infigen Board <b>UNANIMOUSLY RECOMMENDS</b> that you accept the Offer, in the absence of a superior proposal  |
| 4. | The Offer is superior to the UAC Energy Offer and subject to less conditionality  |
| 5. | Infigen's largest securityholders, The Children's Investment Master Fund and Cliffe Capital UK LP, which together own 33.1% of the Infigen Stapled Securities have entered into a conditional Pre-Bid Purchase Agreement to sell 20% of the Infigen Stapled Securities to Iberdrola Australia |
| 6. | The Offer is an <b>ALL CASH</b> Offer providing Infigen Securityholders with a certain value  |
| 7. | Risk of the price of Infigen Securities falling if the Offer is unsuccessful  |
| 8. | Risk of remaining as an Infigen Stapled Securityholder  |
| 9. | You will <b>NOT INCUR ANY BROKERAGE</b> charges by accepting the Offer unless your Infigen Stapled Securities are registered in the name of a bank, custodian or other nominee  |

Further details on each of these reasons for **ACCEPTING** the Offer are set out commencing on the following pages of this Bidder's Statement.

You should read this entire Bidder's Statement before deciding whether to accept the Offer.



## WHY YOU SHOULD ACCEPT THE OFFER (continued)

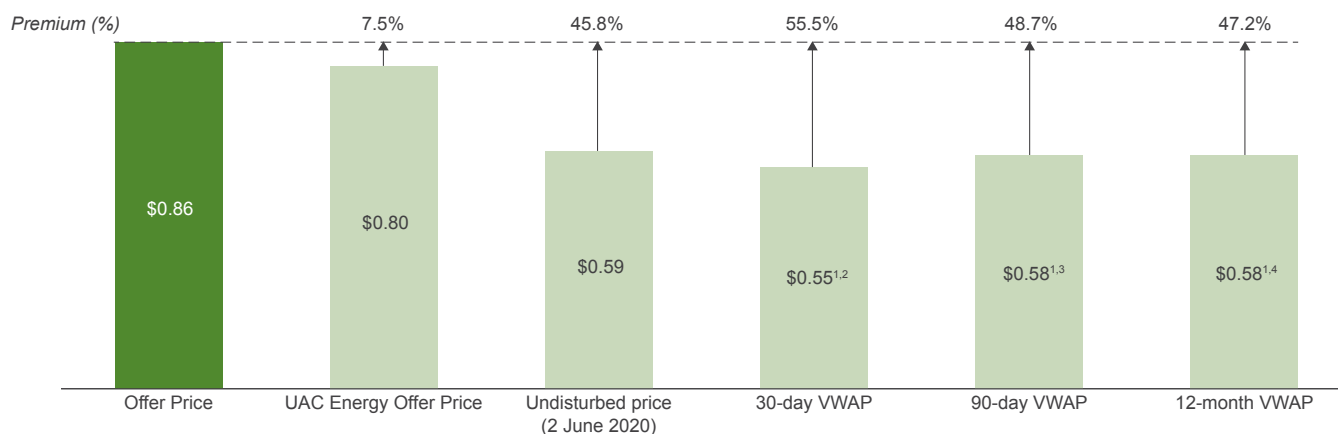
### 1. The Offer represents a SIGNIFICANT PREMIUM to Infigen's historic market prices as well as the UAC Energy Offer

The all cash consideration offered by Iberdrola Australia is attractive value for Infigen Securityholders representing a significant premium to the levels at which Infigen Stapled Securities were trading prior to the UAC Energy Takeover Announcement on 3 June 2020.

The Offer Price of \$0.86 represents a significant premium of:

- **7.5%** to UAC Energy's offer price of A\$0.80 per Infigen Stapled Security;
- **45.8%** to the **undisturbed closing price of Infigen Stapled Securities on 2 June 2020**;
- **55.5%** to the 30-day VWAP of Infigen Stapled Securities up to and including 2 June 2020;<sup>1,2</sup>
- **48.7%** to the 90-day VWAP of Infigen Stapled Securities up to and including 2 June 2020;<sup>1,3</sup> and
- **47.2%** to the 12-month VWAP of Infigen Stapled Securities up to and including 2 June 2020.<sup>1,4</sup>

The graph below illustrates the premium implied by the Offer Price to the range of benchmarks listed above.



#### Notes:

1. Source: IRESS. VWAP is calculated based on market value traded on ASX divided by market volume traded on ASX.
2. VWAP of A\$0.553 calculated from 22 April 2020 to 2 June 2020 (inclusive).
3. VWAP of A\$0.578 calculated from 24 January 2020 to 2 June 2020 (inclusive).
4. VWAP of A\$0.584 calculated from 3 June 2019 to 2 June 2020 (inclusive).

## 2. The Offer represents a SIGNIFICANT PREMIUM to the average analyst target prices

The Offer Price represents compelling value relative to the range of analyst target prices, prior to the UAC Energy Takeover Announcement on 3 June 2020, representing a significant premium of:

- **28.0%** to the mean broker analyst price target of \$0.67; and
- **32.3%** to the median broker analyst price target of \$0.65.

The graph below illustrates the premium implied by the Offer Price to the range of benchmarks listed above.



### Notes:

1. Broker price targets retrieved from Bloomberg on 10 June 2020. A broker price target is defined as the forecast market price for Infigen securities over a defined period contained in the latest research report released prior to 2 June 2020 by a particular broker. Bloomberg, which is not required to consent, has not consented to the use of any such references in this Bidder's Statement. The mean and median calculations involve the aggregation of 5 broker price targets with a range of \$0.52 to \$0.88, sourced from broker price targets published prior to 2 June 2020 (inclusive). The 5 broker price targets utilised represent all publicly available price targets known to Iberdrola Australia, and is consistent with the list of brokers noted on Infigen's website: <https://www.infigenenergy.com/>.

## 3. The Infigen Board UNANIMOUSLY RECOMMENDS that you accept the Offer and have stated they intend to ACCEPT the OFFER in respect of all Infigen Stapled Securities that they control, in the absence of a superior proposal

The Offer is unanimously recommended by the Infigen Board: all Infigen Directors recommend that Infigen Securityholders accept the Offer, in the absence of a superior proposal.

Subject to the same qualifications, each Infigen Director intends to accept the Offer for all the Infigen Stapled Securities they own or control or otherwise have a Relevant Interest in.

## 4. The Offer is superior to the UAC Energy Offer and subject to less conditionality

On 3 June 2020, UAC Energy announced to the ASX its intention to make a conditional off-market takeover offer to acquire 100% of the Infigen Stapled Securities.

Iberdrola Australia's Offer is a superior proposal for Infigen Securityholders in comparison to the UAC Energy Offer with a higher Offer Price representing a significant 7.5% premium to the UAC Energy Offer and greater certainty of completion given it is subject to less conditions. In particular, Iberdrola Australia's Offer is fully funded from cash reserves and is not subject to further due diligence or any refinancing requirements that may be required as a result of a change of control of Infigen.

Infigen's Board has stated that the UAC Energy Offer is highly conditional and have unanimously recommended that Infigen Securityholders should reject the UAC Energy Offer.

## WHY YOU SHOULD ACCEPT THE OFFER (continued)

### 5. Infigen's largest securityholders, the TCI Funds, which own 33.1% of the Infigen Stapled Securities have entered into a conditional Pre-Bid Purchase Agreement to sell 20% of the Infigen Stapled Securities to Iberdrola Australia

The TCI Funds, which together own 33.1% of the Infigen Stapled Securities have entered into a Pre-Bid Purchase Agreement with Iberdrola Australia. 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 Offer, conditional on FIRB approval being obtained and subject to the Offer becoming unconditional and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' securities) or where the TCI Funds' acceptance of their securities into the 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 Purchase Agreement includes termination rights, including in certain circumstances if a superior offer emerges which is unmatched by Iberdrola Australia.<sup>9</sup>

As a result of the execution of the Pre-Bid Purchase Agreement, Iberdrola Australia has a Relevant Interest in 20% of Infigen Stapled Securities.

### 6. The Offer is an ALL CASH Offer providing Infigen Securityholders with a certain value

The Offer provides Infigen Securityholders an opportunity to realise full and certain value for your entire Infigen holding.

If you accept the Offer and it becomes or is declared unconditional, you will be paid:

- A\$0.86 cash for each of your Infigen Stapled Securities;
- on or before the earlier of:
  - the day one month after the Offer is accepted or, if the Offer is subject to a Condition when accepted, within one month after the Offer becomes or is declared unconditional; and
  - 21 days after the end of the Offer Period.

Iberdrola Australia's all cash offer can be contrasted with the risks associated with remaining an Infigen Securityholder, which is subject to market fluctuations.

The recent volatility in the Australian and international markets may continue to impact on:

- movements in the demand of securities and the price at which securities are traded including Infigen's security price;
- Infigen's ability to access the debt and equity capital markets; and
- general economic conditions including inflation and interest rate movements that may in turn impact Infigen's business operations.

If you accept the Offer and the Offer becomes or is declared unconditional you will be paid cash for your Infigen Stapled Securities and you will no longer be exposed to the risks inherent in holding Infigen Stapled Securities.

The Offer is subject to various conditions, including Iberdrola Australia acquiring more than 50% of the Infigen Stapled Securities on a fully diluted basis, FIRB Approval and no Material Adverse Change between the Announcement Date and the end of the Offer Period (each inclusive).

The conditions to the Offer are set out in full in Section 9.7. The status of these conditions as at the date of this Bidder's Statement is set out in Section 8.4(b).

9. For full terms and conditions, please refer to the copy of the Pre-Bid Purchase Agreement released on the ASX Market Announcements Platform as Annexure B to the 'Form 603 – Notice of initial substantial holder' lodged by Iberdrola Australia on 17 June 2020.

## 7. Risk of the price of Infigen Stapled Securities falling in the event the Offer is not successful

In the event Iberdrola Australia's Offer is not accepted, and a superior proposal does not materialise, there is risk that the price of Infigen Stapled Securities may fall after the Offer Period ends.

Iberdrola Australia's Offer Price of \$0.86 per Infigen Stapled Security represents a 45.8% premium to A\$0.59, which is the last undisturbed closing price prior to the announcement of the UAC Energy Offer for Infigen on 3 June 2020.

As reported by Infigen in its Third Quarter FY2020 Activity Report, the Infigen business has been impacted by: (i) substantially lower forward markets (since January 2020 as a result of the COVID-19 outbreak and bushfires) placing substantial downward pressure on expected revenues from merchant sales and/or future contracted sales; (ii) lower LGC prices and (iii) a slower roll out of Infigen's growth strategy.

As a result, Infigen has announced a slowdown in its capital expenditure program which may impact business growth in the following areas:

- firstly, Infigen is re-calibrating the timing of the delivery of the 600-700MW of targeted nameplate renewable energy capacity growth;
- secondly, Infigen has deferred the timeline for a final investment decision in relation to the Flyers Creek Wind Farm. Infigen had targeted the financial close of Flyers Creek on or about 30 June 2020; and
- thirdly, Infigen is deferring the relocation of the 120MW South Australian Gas Turbines (**SAGTs**) by at least one year to CY22, or later if circumstances require.

As a result, Infigen's Stapled Security price has been volatile over the twelve months prior to the UAC Takeover Announcement on 3 June 2020, moving between \$0.39 per Infigen Stapled Security (52-week low) and \$0.80 per Security (52-week high).<sup>10</sup>

There is no certainty around the future performance of Infigen and Infigen Securityholders if they do not accept Iberdrola Australia's attractive cash offer will be exposed to the risks outlined above.

## 8. Risk of remaining as a Minority Securityholder of Infigen

If you do not accept the Offer from Iberdrola Australia and it acquires more than 50% of Infigen Stapled Securities, on a fully diluted basis, but has a Relevant Interest in less than 90% of Infigen Stapled Securities (and is therefore not entitled to proceed to compulsory acquisition) you will become a minority Infigen Securityholder.

Being a minority Infigen Securityholder may have the following potential implications:

- the price at which Infigen's Stapled Securities are traded on the ASX may fall and trade at a material discount to the Offer Price;
- the market for Infigen Stapled Securities may become less liquid;
- Infigen's ASX index weighting may reduce;
- Infigen's distribution policy may change; and
- Iberdrola Australia may seek to have Infigen removed from the official list of ASX.

If you do not accept the Offer and remain a minority Infigen Securityholder, these factors may make it more difficult for you to sell your Infigen Stapled Securities outside the Offer at superior prices including realising a control premium for your Infigen Stapled Securities in the future.

**If Iberdrola Australia becomes entitled to compulsory acquisition, you will receive the same consideration as the Offer Price, but at a later date than if you accept the Offer.**

If Iberdrola Australia becomes entitled to compulsorily acquire your Infigen Stapled Securities, it intends to proceed with compulsory acquisition. If your Infigen Stapled Securities are compulsorily acquired by Iberdrola Australia you will still receive the same consideration for each Infigen Stapled Security as the Offer Price. However, you will receive the consideration at a later date than you would have received if you had accepted the Offer, potentially having a negative impact from a time value of money perspective.

<sup>10</sup>. Source: IRESS.

## WHY YOU SHOULD ACCEPT THE OFFER (continued)

---

### **9. You will NOT INCUR ANY BROKERAGE charges by accepting the Offer unless your Infigen Stapled Securities are registered in the name of a bank, custodian or other nominee**

If your Infigen Stapled Securities are held in an Issuer Sponsored Holding (Securityholder Reference Number is prefixed with 'I') or if at the time of your acceptance you are entitled to be (but are not yet) registered as the holder of your Infigen Stapled Securities and you deliver them directly to Iberdrola Australia, you will not incur any brokerage fees in connection with your acceptance of the Offer.

If your Infigen Stapled Securities are in a CHESS Holding (Holder Identification Number is prefixed with 'X'), you should not incur brokerage fees if you accept the Offer, however you should ask your Controlling Participant (usually your Broker) whether it will charge any transaction fees or service charges in connection with your acceptance of the Offer. If you are a beneficial owner whose Infigen Stapled Securities are registered in the name of a bank, custodian or other nominee, you should ask your Controlling Participant (usually your Broker), or the bank, custodian or other nominee whether it will charge any transaction fees or service charges in connection with your acceptance of the Offer.

You may incur brokerage costs if you choose to sell your Infigen Stapled Securities on-market.

**You should read this entire Bidder's Statement before deciding whether to accept the Offer.**



# FREQUENTLY ASKED QUESTIONS

This Section answers some key questions that you may have about the Offer and should only be read in conjunction with the entire Bidder's Statement. You should read the entire Bidder's Statement before deciding whether or not to accept the Offer.

The terms of the Offer are contained in Section 9.

|   |   |
|---|---|
| <b>1. What is the Offer?</b>  | Iberdrola Australia is offering to buy all Infigen Stapled Securities for A\$0.86 cash per Infigen Stapled Security, on the terms set out in Section 9 of this Bidder's Statement.<br><br>You may only accept the Offer in respect of all (and not some) of your Infigen Stapled Securities.  |
| <b>2. Who is making the Offer?</b>  | The Offer is being made by Iberdrola Australia.<br><br>Iberdrola Australia is a wholly owned Subsidiary of Iberdrola.   |
| <b>3. Who is Iberdrola?</b>   | Iberdrola is a listed Spanish corporation ( <i>sociedad anónima</i> ) with a market capitalisation of €65.76 billion (A\$107.54 billion) <sup>11</sup> which was incorporated in the Kingdom of Spain in 1901 and is currently one of the world's leading private electricity groups in terms of market capitalisation and the number of customers it serves and is the number one producer of wind power globally.<br><br>The Iberdrola Group primarily carries out activities in the electricity industry in the Kingdom of Spain, the United Kingdom, the United States of America, Mexico and Brazil, and has a significant presence in France, Italy, Portugal and Greece (amongst others).<br><br>As at 31 March 2020, the Iberdrola Group had global net assets of €47.170 billion (A\$77.135 billion) <sup>11</sup> and for the year ending 31 March 2020 had revenue of €9.426 billion (A\$15.414 billion) <sup>11</sup> and net profit of €1.257 billion (A\$2.056 billion) <sup>11</sup> . |
| <b>4. What is the Bidder's Statement?</b>   | This document is the Bidder's Statement and describes the terms and conditions of the Offer to buy your Infigen Stapled Securities and sets out information relevant to your decision as to whether to accept the Offer for all of your Infigen Stapled Securities.<br><br>This Bidder's Statement is an important document which you should read in its entirety. If you are in any doubt as to how to deal with this document, you should consult your financial or other professional adviser.   |
| <b>5. What is the Offer Price?</b>  | The Offer Price is A\$0.86 cash per Infigen Stapled Security held, on the terms and conditions set out in Section 9.  |
| <b>6. What choices do I have?</b>   | As an Infigen Securityholder, you have the following choices: <ul style="list-style-type: none"> <li>• accept the Offer for all of your Infigen Stapled Securities and receive A\$0.86 cash for each of your Infigen Stapled Securities;</li> <li>• sell some or all of your Infigen Stapled Securities (unless you have previously accepted the Offer); or</li> <li>• do nothing.</li> </ul>   |
| <b>7. When does the Offer open?</b>   | The Offer opens on 29 June 2020.  |
| <b>8. When does the Offer close?</b>  | The Offer is open for acceptance from the Offer Date until 7:00 pm (Sydney time) on 30 July 2020, unless extended or withdrawn.   |
| <b>9. Could the Offer be extended?</b>  | The Offer Period can be extended at Iberdrola Australia's election, subject to the Corporations Act. Any extension to the Offer Period will be announced to ASX and if the Offer is still subject to Conditions or if you have not accepted, you will be sent written notice of the extension.  |
| <b>10. Which securities does the Offer relate to?</b>   | The Offer relates to: <ul style="list-style-type: none"> <li>• all Infigen Stapled Securities together with all Rights attached to them on issue at 7.00 pm (Sydney time) on 24 June 2020 (<b>Record Date</b>); and</li> <li>• all Infigen Stapled Securities that are issued as a result of the vesting of any Performance Rights on issue as at the Record Date during the period from the Record Date to the end of the Offer Period.</li> </ul>   |
| <b>11. Can I accept the Offer in respect of some but not all, of my Infigen Stapled Securities?</b> | No, you can only accept the Offer in respect of all of your Infigen Stapled Securities.<br><br>If you purport to accept the Offer in respect of some only of your Infigen Stapled Securities you will be deemed to have accepted in respect of all of your Infigen Stapled Securities.  |

11. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

## FREQUENTLY ASKED QUESTIONS (continued)

|   |  |
|---|--|
| <b>12. What are the Conditions of the Offer?</b>                            | <p>The Offer is subject to the Conditions, which are set out in full in Section 9.7. The Conditions include:</p> <ul style="list-style-type: none"> <li>• Minimum Acceptance Condition;</li> <li>• FIRB Condition;</li> <li>• No Regulatory Impediment;</li> <li>• No Material Adverse Change;</li> <li>• No Specified Event;</li> <li>• No Prescribed Occurrences; and</li> <li>• No Untrue and/or misleading statements to ASX.</li> </ul> <p>Iberdrola Australia may choose to waive any of the Conditions (other than the FIRB Condition, which may only be waived in compliance with the FATA).</p>   |
| <b>13. What if the Conditions to the Offer are not satisfied or waived?</b> | <p>If the Conditions to the Offer are not satisfied or waived the Offer will not proceed and if you have accepted the Offer Iberdrola Australia will be entitled to rescind the contract that results from your acceptance of the Offer and your Infigen Stapled Securities will be returned to you.</p> <p>As at the date of this Bidder's Statement, Iberdrola Australia is not aware of any events or circumstances, which would result in non-fulfilment of any of the Conditions. The status of each of the Conditions as at the date of this Bidder's Statement is discussed in Section 8.4(b).</p>  |
| <b>14. When will I be notified of the status of the Conditions?</b>         | <p>The date for giving the notice on the status of the Conditions is 23 July 2020 (subject to extension in accordance with the Corporations Act if the Offer Period is extended).</p>  |
| <b>15. What if Infigen announces or pays a distribution?</b>                | <p>The Directors of Infigen have determined not to pay a distribution in respect of the Infigen Stapled Securities for the period ending 30 June 2020 and Iberdrola Australia has factored this into the value of its cash offer of A\$0.86 per Infigen Stapled Security.</p> <p>If you accept the Offer and Infigen determines to pay a distribution after the Announcement Date, you authorise and direct Infigen to pay to Iberdrola Australia, or to account to Iberdrola Australia, for the distribution.</p>   |
| <b>16. What interest does Iberdrola Australia have in Infigen?</b>          | <p>Iberdrola Australia has entered into a Pre-Bid Purchase Agreement with the 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 Offer, conditional on FIRB approval being obtained and subject to the Offer becoming unconditional and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' securities) or where the TCI Funds' acceptance of their securities into the 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 Purchase Agreement includes termination rights, including in certain circumstances if a superior offer emerges which is unmatched by Iberdrola Australia.<sup>12</sup></p> <p>A summary of the Pre-Bid Purchase Agreement is set out in Section 8.2.</p> |
| <b>17. How do I accept the Offer?</b>                                       | <p>To accept the Offer you must follow the instructions set out in Sections 9.3 and on the Acceptance Form accompanying this Bidder's Statement.</p> <p>For ease of reference, a summary setting out 'How to accept' the Offer is also set out on page 02 of this Bidder's Statement.</p>  |
| <b>18. If I accept the Offer, when will I be paid?</b>                      | <p>If you accept the Offer and the Offer becomes or is declared unconditional, you will receive your cash consideration on or before the earlier of:</p> <ul style="list-style-type: none"> <li>• one month after the Offer is accepted or, if the Offer is subject to a Condition, within one month after the Offer becomes or is declared unconditional; and</li> <li>• 21 days after the end of the Offer Period.</li> </ul> <p>Full details of when you will be paid are set out in Section 9.9.</p>   |

12. For full terms and conditions, please refer to the copy of the Pre-Bid Purchase Agreement released on the ASX Market Announcements Platform as Annexure B to the 'Form 603 – Notice of initial substantial holder' lodged by Iberdrola Australia on 17 June 2020.

|  |   |
|--|---|
| <b>19. What if my aggregate Offer Price includes a fraction of a cent?</b>               | If the aggregate Offer Price you are entitled to receive includes a fraction of a cent, your aggregate Offer Price will be rounded up to the nearest whole cent.  |
| <b>20. Can I sell my Infigen Stapled Securities on-market?</b>                           | <p>Yes, Infigen Securityholders may sell some or all of their Infigen Stapled Securities on market for cash through the ASX if they have not already accepted the Offer in respect of their Infigen Stapled Securities.</p> <p>Infigen Securityholders who wish to sell their Infigen Stapled Securities on market should contact their broker for information on how to effect that sale and may incur a brokerage charge.</p> <p>However, if you accept the Offer, you agree not to sell your Infigen Stapled Securities to anyone else whether on ASX or otherwise, subject to the revocation of your acceptance at any time while the FIRB Condition remains unfulfilled or if other withdrawal rights arise.</p>   |
| <b>21. When will I receive the Target's Statement?</b>                                   | Infigen is required to send you its Target's Statement on or before 16 July 2020.   |
| <b>22. What if I accept the Offer and Iberdrola Australia increases the Offer Price?</b> | <p>In accordance with the Corporations Act, if Iberdrola Australia increases the Offer Price, you will receive the higher price irrespective of when you accepted the Offer.</p> <p>If you have already received payment in respect of the Offer, you will be paid the difference between the amount you have already received for your Infigen Stapled Securities and the higher price.</p>  |
| <b>23. What happens if I do not accept the Offer?</b>                                    | <p>You will remain an Infigen Securityholder and will not receive the consideration offered by Iberdrola Australia under the Offer.</p> <p>However, if Iberdrola Australia becomes entitled to compulsorily acquire your Infigen Stapled Securities, it intends to do so. If your Infigen Stapled Securities are compulsorily acquired by Iberdrola Australia, it will be on the same terms (including the same consideration for each Infigen Stapled Security acquired) as the Offer, but you will receive your cash consideration later than the Infigen Securityholders who choose to accept the Offer.</p> <p>If Iberdrola Australia does not become entitled to compulsorily acquire your Infigen Stapled Securities, you will remain an Infigen Securityholder and you may end up as a minority Infigen Securityholder.</p> <p>For more information on Iberdrola Australia's intentions, please see Section 5.</p>   |
| <b>24. Can I revoke my acceptance?</b>   | <p>Once you have accepted the Offer, you will be able to revoke your acceptance at any time while the FIRB Condition remains unfulfilled. Once the FIRB Condition has been fulfilled, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you and will you will be unable to withdraw your Infigen Stapled Securities from the Offer or otherwise dispose of your Infigen Stapled Securities, except as follows:</p> <ul style="list-style-type: none"> <li>• if a Condition, as set out in Section 9.7, is not fulfilled or waived by the time specified in Section 9.5(l), then the Offer will automatically terminate and your Infigen Stapled Securities will be returned to you; or</li> <li>• if the Offer is varied in a way that postpones for more than one month the time when Iberdrola Australia must meet its obligations under the Offer and, at the time, the Offer is subject to one or more of the Conditions, you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.</li> </ul> |
| <b>25. How is Iberdrola Australia funding the Offer?</b>                                 | See Section 6 for more information.   |
| <b>26. What if I am a foreign Infigen Securityholder?</b>                                | <p>Foreign Infigen Securityholders who accept the Offer will be paid the same cash consideration under the Offer as an Australian resident Infigen Securityholder.</p> <p>You will be paid in Australian dollars by cheque drawn on an Australian bank branch.</p> <p>However, the tax implications under the Offer for foreign Infigen Securityholders may be different to those relating to Australian resident Infigen Securityholders, and you should seek your own professional advice in these circumstances.</p>   |

## FREQUENTLY ASKED QUESTIONS (continued)

|  |   |
|--|---|
| <b>27. What are the Australian tax implications of acceptance?</b> | <p>The Australian tax consequences of accepting the Offer will depend on your own individual circumstances and you should consult your financial, tax or other professional adviser on the tax implications of accepting the Offer. However, a general summary of the likely Australian tax consequences of the Offer for Infigen Securityholders is set out in Section 7, including the potential requirement for Iberdrola Australia to withhold tax of up to 12.5% from the consideration payable to you, if particular conditions apply.</p>  |
| <b>28. Do I pay brokerage or stamp duty if I accept?</b>           | <p>You will not pay stamp duty on the disposal of your Infigen Stapled Securities if you accept the Offer.</p> <p>If your Infigen Stapled Securities are held in an Issuer Sponsored Holding (Securityholder Reference Number is prefixed with 'I') or if at the time of your acceptance you are entitled to be (but are not yet) registered as the holder of your Infigen Stapled Securities and you deliver them directly to Iberdrola Australia, you will not incur any brokerage fees in connection with your acceptance of the Offer.</p> <p>If your Infigen Stapled Securities are in a CHESS Holding (Holder Identification Number is prefixed with 'X'), you should not incur brokerage fees if you accept the Offer, however you should ask your Controlling Participant (usually your Broker) whether it will charge any transaction fees or service charges in connection with your acceptance of the Offer. If you are a beneficial owner whose Infigen Stapled Securities are registered in the name of a bank, custodian or other nominee, you should ask your Controlling Participant (usually your Broker), or the bank, custodian or other nominee whether it will charge any transaction fees or service charges in connection with your acceptance of the Offer.</p> |
| <b>29. What if I require further information?</b>                  | <p>If you have any questions in relation to the Offer or how to accept it, or if you have lost your Acceptance Form and require a replacement, please call the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia).</p>   |

# 1. SUMMARY OF THE OFFER

Set out below is a summary of the Offer. This information is a summary only and should be read together with all Sections of this Bidder's Statement.

Capitalised terms not otherwise defined have the meanings given in Section 10.

|   |  |
|---|--|
| <b>The Offer</b>  | <p>Iberdrola Australia is offering to buy all of your Infigen Stapled Securities for A\$0.86 cash per Infigen Stapled Security, on the terms set out in this Bidder's Statement.</p> <p>You may only accept the Offer in respect of all (and not some) of your Infigen Stapled Securities.</p>   |
| <b>Opening date</b>   | 29 June 2020   |
| <b>Offer Price</b>  | The Offer Price is A\$0.86 cash per Infigen Stapled Security, on the terms and conditions set out in Section 9.  |
| <b>The Bidder</b>   | <p>Iberdrola Australia is a wholly owned Subsidiary of Iberdrola, S.A. a listed Spanish corporation (<i>sociedad anónima</i>) with a market capitalisation of €65.76 billion (A\$107.54 billion)<sup>13</sup> which was incorporated in the Kingdom of Spain in 1901 and is currently one of the world's leading private electricity groups (the number one producer of wind power) in terms of market capitalisation and the number of customers it serves.</p> <p>For more information about Iberdrola Australia, please refer to Section 2.</p>                 |
| <b>Closing date</b>   | The Offer is open for acceptance from the Offer Date until 7:00 pm (Sydney time) on 30 July 2020, unless extended or withdrawn.  |
| <b>Conditions to the Offer</b>  | <p>The Offer is subject to the Conditions, which are set out in full in Section 9.7. The Conditions include:</p> <ul style="list-style-type: none"> <li>• Minimum Acceptance Condition;</li> <li>• FIRB Condition;</li> <li>• No Regulatory Impediment;</li> <li>• No Material Adverse Change;</li> <li>• No Specified Event;</li> <li>• No Prescribed Occurrences; and</li> <li>• No Untrue and/or misleading Statements to ASX.</li> </ul> <p>The status of each of the Conditions as at the date of this Bidder's Statement is discussed in Section 8.4(b).</p> |
| <b>Expected date of payment to Infigen Securityholders who accept the Offer</b> | <p>If the Offer becomes or is declared unconditional, Infigen Securityholders who accept the Offer will receive their cash consideration on or before the earlier of:</p> <ul style="list-style-type: none"> <li>• one month after the Offer is accepted or, if the Offer is subject to a Condition, within one month after the Offer becomes or is declared unconditional; and</li> <li>• 21 days after the end of the Offer Period.</li> </ul> <p>Full details of when you will be paid are set out in Section 9.9.</p>  |

13. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.



## 2. PROFILE OF IBERDROLA AUSTRALIA AND IBERDROLA

### 2.1 Overview of Iberdrola Australia

Iberdrola Renewables Australia Pty Limited (**Iberdrola Australia**) is a company incorporated in Australia on 5 September 2018. The primary business activity of Iberdrola Australia is the development of the Port Augusta hybrid wind and solar plant in South Australia, which will have a total installed capacity of 317MW.

Iberdrola Australia is a wholly owned Subsidiary of Iberdrola, S.A.

The operation and governance of Iberdrola Australia is subject to Australian law.

### 2.2 Iberdrola, S.A.

#### Summary of business

Iberdrola, S.A. (**Iberdrola**) is the parent company of the Iberdrola Group, which primarily carries out activities in the electricity industry in the Kingdom of Spain, the United Kingdom, the United States of America, Mexico and Brazil, and has a significant presence in France, Italy, Portugal and Greece (amongst others). With the scope and under the conditions established in applicable regulations in each jurisdiction, the activities carried out in such industries can be classified into regulated activities and liberalised activities.

Iberdrola is a listed Spanish corporation (*sociedad anónima*) which was incorporated in the Kingdom of Spain for an indefinite period on 19 July 1901. Its present name was adopted at the General Shareholders' Meeting held on 1 November 1992, following the merger of "Iberduero, S.A." and "Hidroeléctrica Española, S.A.".

With over 170 years of history, Iberdrola currently heads one of the world's leading private electricity groups in terms of market capitalisation and the number of customers it serves, and is the number one producer of wind power.

Iberdrola Group also has an existing presence in the Australian energy market, via its Port Augusta Project in South Australia, which will be a hybrid wind and solar plant with a total installed capacity of 317MW. The Port Augusta Project is not expected to be fully operational until 2021. In addition, Iberdrola Group also has 300MW+ of wind and solar pipeline assets that it intends to develop in South Australia and Queensland, which would create a combined renewable energy portfolio for Iberdrola Group in Australia of approximately 650 MW (excluding Infigen's projects).

As at 31 March 2020, Iberdrola Group had global net assets of €47.170 billion (A\$77.135 billion)<sup>14</sup> and for the year ending 31 March 2020 had revenue of €9.426 billion (A\$15.414 billion)<sup>14</sup> and net profit of €1,257 million (A\$2.056 billion)<sup>14</sup>.

Iberdrola shares are admitted to listing on the Bilbao, Barcelona, Madrid and Valencia stock exchanges (**Spanish Stock Exchanges**) and traded through the Spanish Automated Quotation System (*Sistema de Interconexión Bursátil Español*) or Continuous Market (*Mercado Continuo*), within the energy sector, electricity sub-sector, and are included in the Spanish Stock Exchanges' reference index IBEX-35. In addition, on 23 June 2003, Iberdrola's shares were included in the FTSE EuroStoxx 100 index and, on 1 September 2003, in the EuroStoxx 50 index. Iberdrola is also listed in New York, USA, through a Level 1 American Depositary Receipts (**ADR**) programme traded on an over-the-counter (**OTC**) basis.

As at the Last Trading Date the market capitalisation of Iberdrola was €65.76 billion (A\$107.54 billion)<sup>14</sup>.

14. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

## Directors

### Iberdrola

As at the date of this Bidder's Statement, the directors of Iberdrola are:

| Name  | Title                                | Type of Director <sup>6</sup> |
|---|--------------------------------------|-------------------------------|
| Mr. José Ignacio Sanchez Galán <sup>1</sup>     | Chairman and Chief Executive Officer | Executive                     |
| Mr. Juan Manuel González Serna <sup>1,4</sup>   | Vice-chair and Lead Director         | External Independent          |
| Mr. Iñigo Víctor de Oriol Ibarra <sup>3,5</sup> | Member                               | Other external                |
| Ms. Samantha Barber <sup>1,5</sup>              | Member                               | External Independent          |
| Ms. María Helena Antolín Raybaud <sup>3</sup>   | Member                               | External Independent          |
| Ms. Georgina Kessel Martínez <sup>2</sup>       | Member                               | External Independent          |
| Mr. José W. Fernández <sup>2</sup>              | Member                               | External Independent          |
| Mr. Manuel Moreu Munaiz <sup>1,4</sup>          | Member                               | External Independent          |
| Mr. Xabier Sagredo Ormaza <sup>2</sup>          | Member                               | External independent          |
| Mr. Francisco Martínez Córcoles                 | Business CEO                         | Executive                     |
| Mr. Anthony L. Gardner <sup>3</sup>             | Member                               | External Independent          |
| Ms. Sara de la Rica Goiricelaya <sup>5</sup>    | Member                               | External Independent          |
| Ms. Nicola Mary Brewer <sup>5</sup>             | Member                               | External Independent          |
| Ms. Regina Helena Jorge Nunes <sup>2</sup>      | Member                               | External Independent          |

#### Notes:

1. Member of the Executive Committee.
2. Member of the Audit and Risk Supervision Committee.
3. Member of the Appointments Committee.
4. Member of the Remuneration Committee.
5. Member of the Sustainable Development Committee.
6. As defined under the Spanish Capital Companies Law.

The secretary of Iberdrola's board of directors is Mr. Julián Martínez-Simancas Sánchez, the First Deputy Secretary is Mr. Santiago Martínez Garrido and the Second Deputy Secretary is Ms. Ainara de Elejoste Echebarria.

### Iberdrola Australia

As at the date of this Bidder's Statement, the directors of Iberdrola Australia are:

| Name                            | Position |
|---------------------------------|----------|
| Mr César Calvo Hernáez          | Director |
| Mr Fernando Santamaría Mosquera | Director |

## Registered office and principal place of business

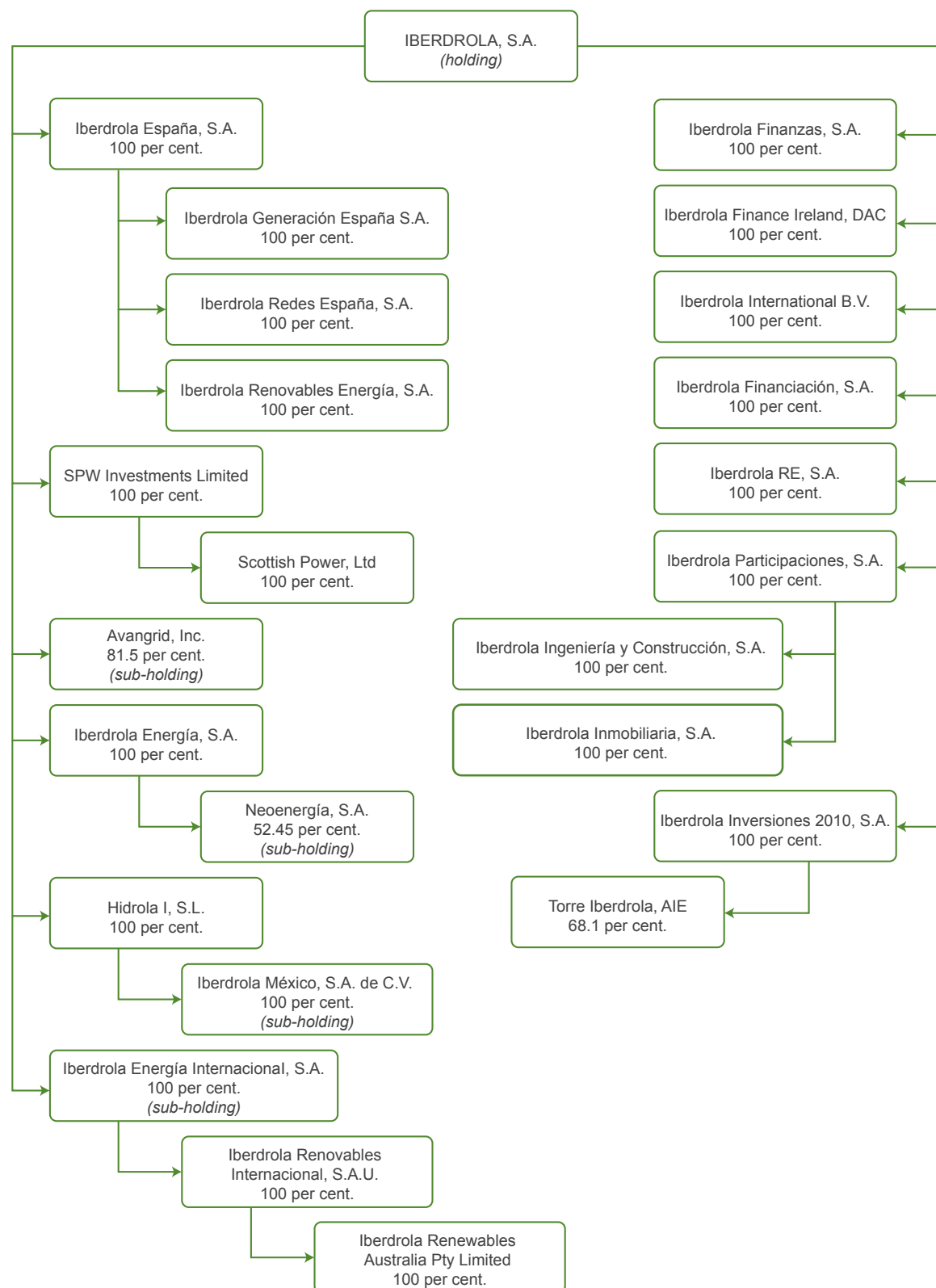
The registered office and principal place of business of Iberdrola is at 5 Plaza Euskadi, 48009 Bilbao (Biscay), Spain.

## 2. PROFILE OF IBERDROLA AUSTRALIA AND IBERDROLA (continued)

### Structure and ownership of the Iberdrola Group

#### Structure

Below is a corporate structure diagram of the principal subsidiaries of the Iberdrola Group as at the date of this Bidder's Statement.



## Ownership

As at 31 May 2020, Iberdrola had approximately 530,000 shareholders globally, comprising 68.9% foreign (i.e. non-Spanish) investors, 9% domestic (Spanish) institutional investors, and 22.1% domestic (Spanish) individual investors.

As at 31 May 2020, the significant shareholders holding more than 3% of Iberdrola's share capital were as follows:

- "Qatar Investment Authority", holding an 8.69% of indirect interest through "Qatar Holding Luxembourg II, SARL";
- "Blackrock Inc. of New York, USA" holding a total 5.16% of interest (5.10% of indirect voting rights + 0.06 % of voting rights to be acquired in case of exercise); and
- "Norges Bank", with a direct interest of 3.43%.

## Principal activities of Iberdrola and the Iberdrola Group

The Iberdrola Group is split into five strategic divisions which are described and set out below:

| Division                     | Description   | % of Iberdrola Group's EBITDA for year ending |                  |
|------------------------------|---|---|------------------|
|                              |   | 31 December 2019                              | 31 December 2018 |
| <b>Network</b>               | Energy and distribution activities and any other regulated activity originated in Spain, the United Kingdom, the United States and Brazil                                     | 52.10 %                                       | 52.6 %           |
| <b>Generation and supply</b> | Electricity generation and sales businesses carried on by the Group in Spain the United Kingdom, the United States, Mexico and IEI ( <b>Iberdrola Energía Internacional</b> ) | 24.40 %                                       | 21.8 %           |
| <b>Renewables</b>            | Activities relating to renewable energies in Spain, the United Kingdom, the United States, Mexico, Brazil and IEI   | 23.60 %                                       | 26.1 %           |
| <b>Other</b>                 | Non-energy businesses   | 0.30 %  | 0.3 %            |
| <b>Corporation</b>           | Administration and discontinued activities  | -0.40 %                                       | -0.8 %           |

## General

As at 31 December 2019, the Iberdrola Group's installed capacity was 52,082 MW.

A breakdown of the Iberdrola Group's installed capacity by technology (see. Figure 1) and by country (see. Figure 2) is set out in the following tables:

**Figure 1: Iberdrola Group's installed capacity by technology**

| Business                  | Installed capacity (MW) |               | Variance (2019 vs. 2018) |              |
|---------------------------|-------------------------|---------------|--------------------------|--------------|
|                           | 31 Dec 2019             | 31 Dec 2018   | MW                       | %            |
| <b>Renewables</b>         | <b>32,041</b>           | <b>29,301</b> | <b>2,740</b>             | <b>9.4%</b>  |
| Onshore                   | 16,890                  | 15,672        | 1,218                    | 7.8%         |
| Offshore                  | 964                     | 544           | 420                      | 77.2%        |
| Hydro                     | 12,864                  | 12,252        | 612                      | 5.0%         |
| Mini – Hydro              | 306                     | 303           | 3                        | 1.0%         |
| Solar and others          | 1,018                   | 529           | 489                      | 92.4%        |
| <b>Nuclear</b>            | <b>3,177</b>            | <b>3,177</b>  | <b>–</b>                 | <b>0.0%</b>  |
| <b>Gas combined cycle</b> | <b>14,654</b>           | <b>12,007</b> | <b>2,647</b>             | <b>22.0%</b> |
| <b>Cogeneration</b>       | <b>1,335</b>            | <b>1,335</b>  | <b>–</b>                 | <b>0.0%</b>  |
| <b>Coal</b>               | <b>874</b>              | <b>874</b>    | <b>–</b>                 | <b>0.0%</b>  |
| <b>Total</b>              | <b>52,082</b>           | <b>46,694</b> | <b>5,388</b>             | <b>11.5%</b> |

**Note:** Sourced from Iberdrola's Integrated report 2020.

## 2. PROFILE OF IBERDROLA AUSTRALIA AND IBERDROLA (continued)

**Figure 2: Iberdrola Group's installed capacity by country**

| Installed capacity (MW)               | 2019          | 2018          | Var.<br>2019 vs. 2018 |
|---------------------------------------|---------------|---------------|-----------------------|
| Spain                                 | 26,624        | 25,887        | 737                   |
| United Kingdom                        | 2,520         | 2,100         | 420                   |
| United States                         | 8,361         | 7,586         | 775                   |
| Mexico                                | 9,532         | 6,691         | 2,841                 |
| Brazil                                | 4,079         | 3,467         | 612                   |
| IEI (Iberdrola Energía Internacional) | 965           | 961           | 4                     |
| <b>Total</b>                          | <b>52,082</b> | <b>46,694</b> | <b>5,388</b>          |

**Note:** Sourced from Iberdrola's Integrated report 2020.

Electricity generation during the year ended 31 December 2019 was 233,502 GWh, being net production 151,714 GWh. The breakdown of the Iberdrola Group's net generation by country for the years ended 31 December 2019 and 2018 is shown in the following table:

**Figure 3: Iberdrola Group's net generation by country for the years ending 31 December 2018 and 2019, respectively**

| Net Production (GWh)                  | 2019           | 2018           | % Var.<br>2019-2018 |
|---------------------------------------|----------------|----------------|---------------------|
| Spain                                 | 58,560         | 57,709         | 1.5%                |
| United Kingdom                        | 4,640          | 10,729         | -56.8%              |
| United States                         | 20,960         | 19,983         | 4.9%                |
| Mexico                                | 50,882         | 41,351         | 23.0%               |
| Brazil                                | 14,007         | 13,652         | 2.6%                |
| IEI (Iberdrola Energía Internacional) | 2,665          | 2,180          | 22.2%               |
| <b>Total</b>                          | <b>151,714</b> | <b>145,604</b> | <b>4.2%</b>         |

**Note:** Sourced from Iberdrola's Integrated report 2020.



A breakdown of the Iberdrola Group's generation by technology for the years ended 31 December 2018 and 2019, respectively, is set out in the following table:

**Figure 4: Iberdrola Group's net owned generation by technology for the years ending 31 December 2018 and 2019, respectively**

| Net Production (GWh)      | 2019           | 2018           | % Var.<br>2019-2018 |
|---------------------------|----------------|----------------|---------------------|
| <b>Renewables</b>         | <b>59,301</b>  | <b>61,754</b>  | <b>-4.0%</b>        |
| Onshore                   | 37,442         | 36,605         | 2.3%                |
| Offshore                  | 2,211          | 1,642          | 34.7%               |
| Hydro                     | 17,941         | 22,415         | -20.0%              |
| Mini – Hydro              | 618            | 670            | -7.8%               |
| Solar and others          | 1,088          | 421            | 158.4%              |
| <b>Nuclear</b>            | <b>23,737</b>  | <b>23,535</b>  | <b>0.9%</b>         |
| <b>Gas combined cycle</b> | <b>59,431</b>  | <b>50,659</b>  | <b>17.3%</b>        |
| <b>Cogeneration</b>       | <b>8,897</b>   | <b>8,020</b>   | <b>10.9%</b>        |
| <b>Coal</b>               | <b>349</b>     | <b>1,637</b>   | <b>-78.7%</b>       |
| <b>Total</b>              | <b>151,714</b> | <b>145,604</b> | <b>4.2%</b>         |

**Note:** Sourced from Iberdrola's Integrated report 2020.

### Iberdrola's operations in Australia

Iberdrola considers the Australian energy market to have a significant potential for renewable energy projects, most notably in respect of wind, solar, hybrid and storage solutions, and has determined that Australia should be a key growth market for the expansion of its global energy business.

Accordingly, Iberdrola Group already has an existing presence in the Australian energy market, via its Port Augusta Project in South Australia, which will be a hybrid wind and solar plant with a total installed capacity of 317MW. The Port Augusta Project is not expected to be fully operational until 2021. In addition, Iberdrola Group also has 300MW+ of wind and solar pipeline assets that it intends to develop in South Australia and Queensland, which would create a combined renewable energy portfolio for Iberdrola Group in Australia of approximately 650 MW (excluding Infigen's projects).

### 2.3 Publicly available information about Iberdrola

The CNMV website lists all of the announcements issued by Iberdrola with CNMV. These documents are available in electronic form at [www.cnmv.es](http://www.cnmv.es).

Further information about Iberdrola is also available on Iberdrola's website at [www.iberdrola.com](http://www.iberdrola.com).

### 2.4 Announcements by Iberdrola Australia and Iberdrola in relation to the Offer

On 17 June 2020:

- Iberdrola Australia made a public announcement in relation to the Offer, which is set out in Annexure A. A copy of that announcement can be obtained from ASX in electronic form at [www.asx.com.au](http://www.asx.com.au).
- Iberdrola made a public announcement to the Comision Nacional del Mercado de Valores (**CNMV**), which is set out in Annexure B. A copy of that announcement can be obtained from the CNMV in electronic form at [www.cnmv.es](http://www.cnmv.es).

## 3. INFORMATION ABOUT INFIGEN AND INFIGEN GROUP

### 3.1 Disclaimer

The information in this Section 3 concerning Infigen and the Infigen Group has been prepared by Iberdrola Australia based on publicly available information and limited information (including the Disclosure Materials) made available to Iberdrola Australia by Infigen Group (none of which has been independently verified). Accordingly, subject to the Corporations Act, none of Iberdrola Australia, Iberdrola, Iberdrola Australia's or Iberdrola's directors or any Iberdrola Group Member make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

The information on Infigen and the Infigen Group in this Bidder's Statement should not be considered comprehensive.

In addition, the Corporations Act requires the Infigen Directors to provide a Target's Statement to Infigen Securityholders in response to this Bidder's Statement, setting out certain material information concerning Infigen. Further information relating to Infigen may be included in the Target's Statement in relation to the Offer, which will be sent to you directly by Infigen.

### 3.2 Overview of Infigen

Infigen is a stapled entity listed on the ASX (ASX code: IFN), comprising Infigen Energy Limited (**IEL**) and Infigen Energy Trust (**IET**). Infigen Energy RE Limited (**IERL**) is the responsible entity of IET.

### 3.3 Principal activities of Infigen Group

Infigen Group owns, develops and operates energy generation assets.

Infigen Group generates and sources renewable energy from its owned and contracted wind farms in New South Wales, Victoria, South Australia and Western Australia and its three Fast Start Firming Assets in New South Wales and, upon the commencement of its lease, South Australia. The map below sets out the location of each of Infigen Group's energy generating assets (including owned, contracted and development assets).



Specifically (and as indicated in the above image), Infigen Group owns eight renewable energy assets, comprising of seven wind farms and one solar farm, across Western Australia, South Australia and New South Wales, and has four contracted wind farm energy assets located in New South Wales and Victoria. From the commencement of the lease of the South Australian Gas Turbines, expected to commence in Q1FY21, the Infigen Group will also operate three Firming Assets in South Australia and New South Wales. Details of each of these assets are set out in the table below.

| No.  | Asset details                          | Nature of interest   |
|--|--|--|
| <b>Owned assets</b>                            |  |  |
| 1  | Alinta Wind Farm, WA (89.1 MW)         | 100% owned and operated  |
| 2  | Lake Bonney 1 Wind Farm, SA (80.5 MW)  | 100% owned and operated  |
| 3  | Lake Bonney 2 Wind Farm, SA (159 MW)   | 100% owned and operated  |
| 4  | Lake Bonney 3 Wind Farm, SA (39 MW)    | 100% owned and operated  |
| 5  | Capital Wind Farm, NSW (140.7 MW)      | 100% owned and operated  |
| 6  | Woodlawn Wind Farm, NSW (48.3 MW)      | 100% owned and operated  |
| 7  | Bodangora Wind Farm, NSW (113.2 MW)    | 100% owned and operated  |
| 8  | Capital East Solar Farm, NSW (0.1 MW)  | 100% owned and operated  |
| <b>Contracted assets</b>                       |  |  |
| 9  | Kiata Wind Farm, VIC (31.1 MW)         | 100% contracted to 31 August 2023 (electricity only)   |
| 10   | Toora Wind Farm, VIC (21.0 MW)         | 100% contracted to 31 December 2022 (electricity only)   |
| 11   | Cherry Tree Wind Farm, VIC (57.6 MW)   | 100% contracted from Commercial Operations Date for 15 years (electricity and LGCs/other green products)         |
| 12   | Collector Wind Farm, NSW (136.0 MW)    | 60% of 227MW capacity contracted from early 2021 to 31 December 2030 (electricity and LGCs/other green products) |
| <b>Firming assets</b>                          |  |  |
| 13   | Smithfield OCGT, NSW (123 MW)          | 100% owned and operated  |
| 14   | SA Battery, SA (25 MW/52 MWh)          | 100% owned and operated  |
| 15   | South Australian Gas Turbines (120 MW) | 25 year lease from South Australian Government from ~Q1FY21. Operator only.                                      |
| <b>Selected Assets in Development Pipeline</b> |  |  |
| 16   | Capital 2 Wind Farm, NSW (100 MW)      | 100% owned   |
| 17   | Flyers Creek Wind Farm, NSW (145 MW)   | 100% owned   |
| 18   | Woakwine Wind Farm (300 MW)            | 100% owned   |

Infigen Group's energy retailing licences are held in the National Electricity Market (**NEM**) regions of Queensland, New South Wales (including the Australian Capital Territory), Victoria and South Australia. The energy generated by the wind farms is sold to: long term contract holders (PPAs), the short term spot market and to commercial and industrial retail customers.

### 3.4 Historical financial information on Infigen

Infigen's last published annual financial statements are for the financial year ended 30 June 2019, which it lodged with ASX on 22 August 2019. In addition, Infigen released its interim financial report for the half-year ended 31 December 2019, as lodged with ASX on 21 February 2020.

Iberdrola Australia is not aware of any material changes to Infigen's financial position since the release of these results other than announcements made by Infigen up to the day before the date of this Bidder's Statement.

### 3. INFORMATION ABOUT INFIGEN AND INFIGEN GROUP (continued)

Being an entity listed on ASX, Infigen is subject to periodic and continuous disclosure requirements under the Corporations Act and ASX Listing Rules. For more information concerning the financial position and the affairs of Infigen (including copies of its financial statements), you should refer to the full range of information that has been disclosed by Infigen pursuant to those obligations (see Section 3.9 for more details).

#### 3.5 Infigen Distribution Policy

On 17 June 2020, Infigen announced that the Infigen Directors had determined not to pay a distribution in respect of the Infigen Stapled Securities in relation to the half-year ending 30 June 2020.

#### 3.6 Directors of Infigen

As at the date of this Bidder's Statement, based on Infigen's public disclosures, the Infigen Directors are:

| Name                             | Position                                       |
|----------------------------------|--|
| Mr Leonard Francis Gill          | Non-Executive Director, Non-Executive Chairman |
| Mr Ross Kenneth Rolfe            | Chief Executive Officer, Managing Director     |
| Ms Sylvia Ann Wiggins            | Executive Director                             |
| Mr Mark Peter Chellew            | Non-Executive Director                         |
| Mr Philip Geoffrey Green         | Non-Executive Director                         |
| Ms Karen Elisabeth Smith-Pomeroy | Non-Executive Director                         |
| Ms Emma Rachel Stein             | Non-Executive Director                         |

#### 3.7 Substantial holders of Infigen Stapled Securities

According to documents lodged with ASX up until the Last Trading Date, being the last trading day prior to the date of this Bidder's Statement, the following persons and entities were substantial holders of Infigen Stapled Securities:

| Substantial holder  | Infigen Stapled Securities (No.) | Voting power (%) (as set out in most recent notice) <sup>3</sup> | Approximate % voting power <sup>5</sup> (as at the Last Trading Date) |
|---|----------------------------------|--|---|
| TCI Fund Management Limited on behalf of The Children's Investment Master Fund and CIFF Capital UK LP (TCI Funds) | 321,188,891                      | 33.1%  | 33.1%   |
| Iberdrola Group   | 194,139,613 <sup>1</sup>         | 20% <sup>1</sup>   | 20% <sup>1</sup>  |
| UAC Energy and its Associates   | 130,083,416 <sup>2</sup>         | Up to 13.4% <sup>2</sup>   | Up to 13.4%   |
| Vinva Investment Management and its Associates <sup>3</sup>   | 52,886,732 <sup>3</sup>          | 5.5% <sup>3</sup>  | 5.45%   |
| Mitsubishi UFJ Financial Group Inc.   | 48,754,149 <sup>4</sup>          | 5.02% <sup>4</sup>   | 5.02%   |

#### Notes:

1. Iberdrola Group's Relevant Interest is in respect of Infigen Stapled Securities held by the TCI Funds arising under the Pre-Bid Purchase Agreement.
2. Refer to 'Form 604 – Notice of change of interests of substantial holder' lodged on the ASX Market Announcements Platform on 9 June 2020 and 'Form 603 – Notice of initial substantial holder' lodged on 3 June 2020. The latter provides that UAC Energy's Relevant Interests and voting power is contingent on the number of Infigen Stapled Securities held by Credit Suisse AG, Singapore Branch (**Credit Suisse**) and its affiliates as counterparty to a total return swap between UAC Energy and Credit Suisse that has yet to settle and which contains an option for physical settlement (subject to approval by FIRB), details of which are set out in Annexure "B" to the Form 603 notice.
3. Refer to 'Form 604 - Notice of change of interests of substantial holder' lodged on the ASX Market Announcements Platform on 6 February 2020.
4. Refer to 'Form 604 - Notice of change of interests of substantial holder' lodged on the ASX Market Announcements Platform on 24 June 2020.
5. Figures calculated by dividing the number of Infigen Stapled Securities held by each substantial holder (as set out in their most recent substantial holder notice) by the number of Infigen Stapled Securities (being 970,698,065, as set out in 'Appendix 2A – Application for quotation of securities', released by Infigen on the ASX Market Announcements Platform on 26 March 2020).

### 3.8 Infigen financing arrangements

Certain Infigen Group members are a party to financing arrangements which contain restrictions on a change in control of Infigen, including its Corporate Facility, drawn to A\$450 million (as at 31 March 2020). Iberdrola Australia will support Infigen seeking any required consents or waivers to any change of control or review event arising from the Offer from financiers to Infigen.

If the Corporate Facility lenders:

- call for a review; and
- require repayment,

then if it is necessary, it is Iberdrola Australia's intention to provide an unsecured loan on arm's length terms to Infigen to the extent required to refinance the Corporate Facility.

### 3.9 Publicly available information

Infigen is a listed disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. Specifically, as an ASX 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 its securities.

The ASX website lists all of the announcements lodged by Infigen with ASX. These documents are available in electronic form at [www.asx.com.au](http://www.asx.com.au).

In addition, Infigen is required to lodge certain documents with ASIC. Copies of the documents lodged with ASIC may be obtained from, or inspected at, an ASIC office.

Further information about the Infigen Group is also available on Infigen's website at [www.infigenenergy.com](http://www.infigenenergy.com).

You should consider publicly available information regarding the Infigen Group including information available on its website, announcements made to the ASX by Infigen and the Target's Statement that Infigen is required to provide to you under the Corporations Act.

### 3.10 Announcements by Infigen in relation to the Offer

Since 17 June 2020 the following announcements have been made to ASX in relation to the Offer:

| Date         | Title  |
|--------------|--|
| 17 June 2020 | Infigen announces Recommended Takeover Offer from Iberdrola            |
| 17 June 2020 | Infigen announces there will be no distribution with respect to H2FY20 |
| 17 June 2020 | Announcement made by Iberdrola   |
| 17 June 2020 | Becoming a substantial holder  |



## 4. INFORMATION ON INFIGEN SECURITIES

### 4.1 Infigen securities on issue

Infigen has the following securities on issue:

| Class                      | Number on issue |
|----------------------------|-----------------|
| Infigen Stapled Securities | 970,698,065     |
| Performance Rights         | 6,771,579       |

### 4.2 Infigen Stapled Securities

Infigen Stapled Securities are comprised of one share in IEL and one unit in IET, which have been stapled together under the Infigen Stapling Deed such that they may only be transferred together.

Infigen Stapled Securities are quoted on ASX and are freely transferable.

### 4.3 Infigen Equity Plan and Performance Rights

Iberdrola Australia understands that the Performance Rights were issued to eligible employees under the Infigen Energy Equity Plan. The Performance Rights have a nil exercise price and varying expiry dates and conditions for vesting.

Each Infigen Performance Right entitles the participant to receive the number of Infigen Stapled Securities the subject of each vested Infigen Performance Right, or a cash amount equivalent to the market price of an Infigen Stapled Security on the vesting date.

The Infigen Energy Equity Plan provides that the Infigen Board may, in its absolute discretion, accelerate the vesting of all or part of any unvested Infigen Performance Right if a takeover bid is made to the holders of Infigen Stapled Securities, which the Infigen Board resolves has a reasonable prospect of success.

### 4.4 Effect of the Offer on Performance Rights

The Offer does not extend to Performance Rights. However, the Offer will extend to any new Infigen Stapled Securities issued during the Offer Period, as a result of the vesting of any Performance Rights which were on issue as at the Record Date.

As at the Last Trading Date, there are 6,771,579 Performance Rights on issue. Iberdrola Australia 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.<sup>15</sup> 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.

Iberdrola Australia expects that further details will be provided in Infigen's Target's Statement.

### 4.5 Relevant Interests and voting power

As at the date of this Bidder's Statement, and as at the date of the Offer, Iberdrola Australia:

- has voting power of 20% in Infigen; and
- has a Relevant Interest in 194,139,613 Infigen Stapled Securities.

Iberdrola Australia acquired its voting power and Relevant Interest in Infigen Stapled Securities through the Pre-Bid Purchase Agreement with the TCI Funds, which is summarised in Section 8.2 of this Bidder's Statement. A copy of the Pre-Bid Purchase Agreement was released on the ASX Market Announcements Platform as Annexure B to the 'Form 603 – Notice of initial substantial holder' lodged by Iberdrola Australia on 17 June 2020.

<sup>15</sup> Iberdrola Australia understands that 672,943 of the Performance Rights will be settled by the transfer of Infigen Stapled Securities held in the Infigen Energy Employee Incentive Trust, 261,586 Performance Rights can only be cash settled and 526,301 Performance Rights that will lapse.

#### 4.6 Dealings in Infigen securities

Neither Iberdrola Australia nor any Associate of Iberdrola Australia has provided, or agreed to provide consideration for Infigen Stapled Securities under any purchase or agreement during the four months before the date of this Bidder's Statement, or before the Offer Date, except under the Pre-Bid Purchase Agreement with the TCI Funds, which is summarised in Section 8.2 of this Bidder's Statement. Under the Pre-Bid Purchase Agreement Iberdrola Australia agreed to purchase 194,139,613 Infigen Stapled Securities (representing 20% of the Infigen Stapled Securities on issue) at the Offer Price of \$0.86 per Infigen Stapled Security, subject to certain conditions. A copy of the Pre-Bid Purchase Agreement was released on the ASX Market Announcements Platform as Annexure B to the 'Form 603 – Notice of initial substantial holder' lodged by Iberdrola Australia on 17 June 2020.

#### 4.7 Recent price performance of Infigen Stapled Securities

The:

- last recorded sale price of Infigen Stapled Securities on ASX before the UAC Takeover Announcement was A\$0.59, as at close of trading on 2 June 2020;
- 30-day VWAP of Infigen Stapled Securities up to and including 2 June 2020 was A\$0.55;<sup>16</sup>
- 90-day VWAP of Infigen Stapled Securities up to and including 2 June 2020 was A\$0.58;<sup>17</sup> and
- 12-month VWAP of Infigen Stapled Securities up to and including 2 June 2020 was A\$0.58.<sup>18</sup>

The chart below shows the closing price of Infigen Stapled Securities traded for the twelve months to 2 June 2020.

##### 12-month Infigen Stapled Security Price Performance



Source: IRESS.

#### 4.8 No escalation agreements

Neither Iberdrola Australia nor any of its associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

#### 4.9 No collateral benefits

During the period beginning 4 months before each of the date of this Bidder's Statement and the Offer Date, neither Iberdrola Australia nor any associate of Iberdrola Australia, gave, or offered to give or agreed to give a benefit to another person that is not available under the Offer and was likely to induce the other person, or an associate of the other person, to accept an Offer, or dispose of Infigen Stapled Securities.

16. VWAP is calculated based on market value traded on ASX divided by market volume traded on ASX. Source: IRESS.

17. Source: IRESS.

18. VWAP calculated from 3 June 2019 to 2 June 2020 (inclusive). Source: IRESS.

## 5. IBERDROLA AUSTRALIA'S INTENTIONS

---

### 5.1 Introduction

This Section sets out the rationale for the Offer and Iberdrola Australia's current intentions in relation to:

- the continuation of the business of Infigen and the operation of IET;
- any major changes to the business of Infigen, the operation of IET and any redeployment of the fixed assets of Infigen (including Trust Property);
- the future employment of the present employees of Infigen; and
- the continued appointment of IERL as the responsible entity of IET.

These intentions are based on the information concerning Infigen, its business and the general business environment that is known to Iberdrola Australia at the time of preparation of this Bidder's Statement and are statements of current intention only and, accordingly, may vary as new information becomes available or circumstances change.

### 5.2 Overview and rationale for the Offer

Iberdrola Australia considers the Australian energy market to have a significant potential for renewable energy projects, most notably in respect of wind, solar, hybrid and storage solutions, and has determined that Australia should be a key a growth market for the expansion of its global energy business.

Iberdrola Australia has decided to make this Offer after a long, friendly relationship between the Iberdrola Group and Infigen and based on the premise that acquiring Infigen's portfolio of assets is consistent with Iberdrola Group's objective to invest in high quality renewable power assets in Australia and allow the Iberdrola Group to leverage its deep global experience in renewable energy to further build on Infigen's existing operating capability.

Iberdrola Australia aims to consolidate its presence in Australia where it is already developing its Port Augusta Project in South Australia, which will be a hybrid wind and solar plant with a total installed capacity of 317MW. The Port Augusta Project is not expected to be fully operational until 2021. In addition, Iberdrola Group also has 300MW+ of wind and solar pipeline assets that it intends to develop in South Australia and Queensland, which would create a combined renewable energy portfolio for Iberdrola Group in Australia of approximately 650 MW (excluding Infigen's projects).

By making this Offer Iberdrola Australia hopes to enhance its Australian asset portfolio with access to Infigen's sizeable 670 MW portfolio of high-quality renewable assets diversified across Australia, including 268MW in Fast Start Firming Assets, 246MW of additional capacity through PPAs and its significant pipeline of development opportunities, which combined would bring its pipeline to over 1GW, and best-in-class management capabilities.

Infigen Group stands out as a unique platform in Australia with a balanced client base, focus on commercial and industrial contracts and market leading firm power offering, in Iberdrola Australia's view, an attractive value proposition.

### 5.3 Review of Infigen

Iberdrola Australia and its advisers have reviewed publicly available information and limited information made available to Iberdrola Australia in relation to Infigen (including the Disclosure Materials), its current activities and its plans for the future. However, Iberdrola Australia does not currently have knowledge of all material information, facts and circumstances that are necessary to assess the operational, commercial, taxation and financial implications of its current intentions. Consequently, final decisions on these matters have not been made.

Following the close of the Offer, Iberdrola Australia will, to the extent that the information is made available to it, conduct a review of the operations, assets, structure and employees of Infigen in light of that information. Final decisions will only be reached after that review and in light of all material facts and circumstances. As such, statements set out in this Section are statements of current intention only which may change as new information becomes available or circumstances change. The statements in this Section 5 should be read in this context.

#### 5.4 Intentions upon acquiring 90% or more of all Infigen Stapled Securities

This Section 5.4 sets out Iberdrola Australia's current intentions if it acquires a Relevant Interest in 90% or more of the Infigen Stapled Securities and is entitled to proceed to compulsory acquisition of the remaining Infigen Stapled Securities under the Corporations Act.

##### (a) Corporate matters

It is intended that Iberdrola Australia would:

- proceed with the compulsory acquisition of the outstanding Infigen Stapled Securities in accordance with the provisions of Part 6A.1 of the Corporations Act;
- arrange for Infigen to be removed from the official list of the ASX;
- replace some or all of the members of the Infigen Board with its own nominees. The replacement Infigen Directors have not yet been identified by Iberdrola Australia and their identity will depend on the circumstances at the relevant time. However, it is expected that the majority of the replacement Infigen Directors will be members of the Iberdrola management team; and
- review the holding structure of Infigen and Infigen's assets (including the Trust Property) with a view to determining the optimal structure for Infigen's assets (including the Trust Property) under 100% Iberdrola Australia ownership, including considering the continued appointment of IERL as the responsible entity of IET and applying to ASIC to deregister IET as a registered managed investment scheme.

Iberdrola Australia does not have any current intention to make any other changes to the structure or operation of the managed investment scheme, including any redeployment of scheme property or change to the responsible entity.

##### (b) General operational review

Subject to the foregoing, Iberdrola Australia intends to conduct a thorough and broad-based general strategic review of Infigen's corporate structure, assets (including Trust Property), businesses, personnel and operations.

It is intended that this review will apply qualitative and quantitative factors to measure the performance of Infigen's portfolio of assets (including Trust Property). However, Iberdrola Australia, at this stage, does not have any preconceptions or specific intentions as to what the outcome of that general strategic review will be.

##### (c) Acceleration of development pipeline

Iberdrola Group's strategic plan for 2018 – 2022 anticipates net investments of over €34 billion (A\$56 billion)<sup>19</sup>. Its objective after acquiring Infigen is to accelerate and increase Iberdrola Group's investment plans in renewable energy. To achieve this, Iberdrola Group will be investing significant funds into the Australian market and economy and thereby creating more jobs for Australians (particularly in regional areas of Australia) and accelerating the expansion of Iberdrola's future renewables projects at a faster pace than what is possible with the current capitalisation of Infigen.

The acceleration of the current and future development pipeline will result in significantly increased power generation of Iberdrola Group's current operations. The power generated from the Infigen development pipeline, which includes Capital 2 Wind Farm, Flyers Creek Wind Farm and Woakwine Wind Farm (once operational) is estimated to power 423,900 homes each year. The development pipeline projects have committed contributions to the community, including A\$820,000 (A\$20,000 per wind turbine) to the community of Palerang in New South Wales, and A\$107,000 per year for 25 years to the Blayney Shire community in New South Wales.

These renewable energy projects will also have broader economic and environmental benefits for Australia by assisting in the transition of Australia's electricity industry to a clean future. The existence of Firming Assets within the project portfolio assists in addressing the intermittency risks of renewable energy.

Being a world leader in renewable energy, Iberdrola Group will bring its extensive knowledge in respect of the transition to a cleaner and reliable energy future to its Australian operations.

19. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

## 5. IBERDROLA AUSTRALIA'S INTENTIONS (continued)

### (d) Financing arrangements

Iberdrola Australia will support Infigen seeking any required consents or waivers to any change of control or review event arising from the Offer from financiers to Infigen.

If the Corporate Facility lenders:

- call for a review; and
- require repayment,

then if it is necessary, it is Iberdrola Australia's intention to provide an unsecured loan on arm's length terms to Infigen to the extent required to refinance the Corporate Facility.

### (e) Impact on employees and head office

Given Australia is a key priority for Iberdrola, Iberdrola Australia currently considers Infigen's existing management and employees critical to its future plans in Australia. Iberdrola Australia's intention would be for management and employees (including local management) to remain in their existing roles. The head office of Infigen will remain in Australia.

As is the case with Iberdrola's previous investments in other jurisdictions, Iberdrola is committed to working closely with the local management team in the design and execution of its strategy in Australia and working with the local community to ensure transparent engagement and successful renewable energy projects.

Iberdrola has successfully acquired and integrated assets worldwide through a structure whereby it relies on local management of its subsidiaries in respect of local operations and provides strategic guidance and abundant corporate resources to those subsidiaries and management teams. This means retaining jobs in Australia and increasing the workforce to reflect the expanding pipeline of development assets.

However, Iberdrola Australia intends to evaluate the future human resource requirements of Infigen as part of the general strategic review and will make final decisions after completing its review.

## 5.5 Intentions upon acquiring more than 50% but less than 90% of Infigen Stapled Securities

The Minimum Acceptance Condition to the Offer is that Iberdrola Australia acquires more than 50% of the Infigen Stapled Securities (on a fully diluted basis). Iberdrola Australia may therefore acquire Control, but not 100% of Infigen Stapled Securities.

This Section 5.5 sets out Iberdrola Australia's current intentions if it acquires more than 50% but less than 90% of all Infigen Stapled Securities. In those circumstances, Iberdrola Australia's current intentions are as follows:

### (a) Corporate matters

It is intended that Iberdrola Australia would:

- cause the Infigen Directors to review whether Infigen should remain listed on ASX or be removed from the official list of ASX if the number of Infigen Securityholders no longer justifies listing on ASX or the benefits of continuing to remain listed on ASX cease to outweigh the costs of listing on ASX.

In addition, the ability of Infigen to retain listing of Infigen on ASX will be subject to ongoing requirements under the ASX Listing Rules (including there being a sufficient number and spread of Infigen Securityholders). If Infigen is not able to satisfy these requirements, ASX may require Infigen to be delisted, regardless of the result of the review of the Infigen Directors; and

- subject to the Corporations Act, IEL's constitution and IET's constitution, appoint that number of nominees to the Infigen Board such that the proportion which Iberdrola Australia's nominees represent of the total number of directors on the Infigen Board equals or exceeds Iberdrola Australia's proportionate ownership interest in Infigen.

In this scenario, Iberdrola Australia may, in its discretion, seek to retain one or more of the existing Infigen Directors on the Infigen Board. Iberdrola Australia has not made any decision as to who would be nominated for appointment to the Infigen Board in this case, but it is expected that they will be members of the Iberdrola Australia management team.

#### **(b) General operational review**

After the end of the Offer Period, Iberdrola Australia intends to propose to the Infigen Board that it conduct a thorough and broad-based general strategic review of Infigen's corporate structure, assets, businesses, personnel and operations. Iberdrola Australia intends, subject to the approval of the Infigen Board, to participate in this review.

#### **(c) Financing arrangements**

Iberdrola Australia will support Infigen seeking any required consents and waivers to any change of control and review event arising from the Offer from financiers to Infigen. If the Corporate Facility lenders:

- call for a review subsequent to the change in control occurring; and
  - require repayment subsequent to the review,
- then if it is necessary, it is Iberdrola Australia's intention to provide an unsecured loan on arm's length terms to Infigen to refinance the Corporate Facility.

#### **(d) Other intentions**

It is intended that Iberdrola Australia would seek to implement such of the intentions as are detailed in Section 5.4 as is consistent with Infigen being a controlled entity of Iberdrola Australia but not a wholly owned subsidiary.

#### **(e) Further acquisition of Infigen Stapled Securities**

Iberdrola Australia may, at some later time, acquire further Infigen Stapled Securities in a manner consistent with the Corporations Act.

#### **(f) Compulsory acquisition at a later time**

If Iberdrola Australia becomes entitled at some later time to exercise general compulsory acquisition rights under the Corporations Act, it may exercise those rights.

### **5.6 Intentions upon acquiring less than 50% of Infigen Stapled Securities**

Iberdrola Australia reserves its right to declare the Offer free from the Minimum Acceptance Condition (or any other Condition, other than the FIRB Condition, unless permitted by FATA) to the Offer. However, Iberdrola Australia has not decided whether it will withdraw the Minimum Acceptance Condition (or any other Condition).

This clause 5.6 describes Iberdrola Australia's current intentions in the situation where, having declared the Offer free of the Minimum Acceptance Condition, Iberdrola Australia does not finally obtain the Control of Infigen.

In that case, should Iberdrola Australia not be in a position to give effect to its intentions as set out in clauses 5.4 or 5.5 of this Bidder's Statement, Iberdrola Australia's current intention would be to continue to hold any stake in Infigen with a view to maximising returns from its investment, and may seek, to acquire additional Infigen Stapled Securities to the extent permitted by the law.

### **5.7 Other intentions**

Other than as set out in this Section 5, it is the current intention of Iberdrola Australia to procure that Infigen will:

- generally, continue and expand the business of Infigen and operation of IET in the same manner as at the date of this Bidder's Statement enhanced with Iberdrola's best practices policies and growth prospects;
- not make any major changes to the current business of Infigen, operation of IET, redeploy any fixed assets of Infigen or Trust Property;
- not make any other changes to the structure or operation of the IET managed investment scheme, including any redeployment of Trust Property or change to the responsible entity; and
- the acquisition by Iberdrola Australia is intended to enhance Infigen's growth impacting positively on Infigen's current level of employment. It is also intended to offer Infigen's current employees further development professional possibilities within the Iberdrola Group and vice-versa.

## 5. IBERDROLA AUSTRALIA'S INTENTIONS (continued)

---

### 5.8 Limitations on intentions

The intentions and statements of future conduct set out in this Section 5 must be read as being subject to:

- the law (including the Corporations Act) and the ASX Listing Rules, including in particular the requirements of the Corporations Act and the ASX Listing Rules in relation to conflicts of interest and 'related party' transactions given that, if Iberdrola Australia obtains control of Infigen but does not acquire all of the Infigen Stapled Securities, it will be treated as a related party of Infigen for these purposes;
- the legal obligation of the Infigen Directors at the time, including any nominees of Iberdrola Australia, to act in good faith in the best interests of Infigen and for proper purposes and to have regard to the interests of all Infigen Securityholders; and
- the outcome of the review referred to in Section 5.3.

### 5.9 Conflict management

Iberdrola Australia intends that any directors it nominates to the Infigen Board will at all times act in accordance with their duties as directors, as required by law and that all legal requirements are complied with in pursuing the intentions outlined in this Bidder's Statement. These requirements may, in some circumstances, require the approval of minority Infigen Securityholders in order to effect the implementation of any particular objective.



## 6. SOURCES OF CASH CONSIDERATION

---

### 6.1 Maximum amount payable

The consideration for the acquisition of the Infigen Stapled Securities to which the Offer relates will be satisfied by the payment of cash (in Australian dollars). The consideration offered for each of your Infigen Stapled Securities is A\$0.86, subject to Section 9.9(e).

As at the date of this Bidder's Statement, there are 970,698,065 Infigen Stapled Securities on issue. Consequently, the maximum amount of cash that Iberdrola Australia would be required to pay under the Offer if acceptances are received in respect of all Infigen Stapled Securities on issue at the date of this Bidder's Statement would be A\$834,800,336.00.

In addition, if the Performance Rights on issue at the date of this Bidder's Statement that the Infigen Board has determined to accelerate vesting of were to vest and the holders of the resulting Infigen Stapled Securities accepted the Offer in respect of all of those Infigen Stapled Securities, an additional A\$4,795,876.00 would be payable by Iberdrola Australia under the Offer.

Accordingly, the maximum amount of cash which may be required by Iberdrola Australia to settle acceptances under the Offer is A\$839,596,212.00 (**Maximum Offer Consideration**), together with transaction costs.

### 6.2 Source of funding

The Offer is not subject to any financing condition.

Iberdrola Australia intends to fund the Maximum Offer Consideration from funds provided to Iberdrola Australia via the provision of intra-group loans or equity from within the Iberdrola Group.

#### (a) Cash reserves

As at 31 March 2020, Iberdrola Group had approximately €2.304 billion (A\$3.768 billion)<sup>20</sup> of cash on deposit and cash equivalents. As at the date of this Bidder's Statement none of these cash reserves have been allocated solely towards satisfying the obligations of Iberdrola Australia under the Offer. However an amount of these funds which is at least equal to the Maximum Offer Consideration, together with transaction costs, is available for use for this purpose, either at call or on terms that will not affect the Iberdrola Group's ability for Iberdrola Australia to satisfy its payment obligations under the Offer as and when they fall due, and is not subject to security interests, rights of set off or required for other arrangements.

Iberdrola Australia therefore has access to sufficient cash reserves to fund the Maximum Offer Consideration and to cover all transaction costs associated with the Offer.

#### (b) Intra-group credit facility agreement

Iberdrola Australia has received a binding commitment from Iberdrola Group company, Iberdrola Financiación S.A.U. for a credit facility agreement to fund the payment of the total consideration payable under the Offer.

Having regard to the matters set out in this Section 6, Iberdrola Australia is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will be able to satisfy its payment obligations under the Offer.

---

20. Conversion based on an AUD/EUR exchange rate of 1.6353, being the last close price on Bloomberg on 19 June 2020.

## 7. TAXATION CONSIDERATIONS

### 7.1 Australian tax implications for Infigen Securityholders

The following is a general description of the Australian income tax, capital gains tax, GST and stamp duty consequences for Infigen Securityholders on disposing of their Infigen Stapled Securities, in return for cash.

The information below relies upon taxation law and administrative practice in effect at the date of this Bidder's Statement. It is not intended to be an authoritative or comprehensive analysis of the taxation laws of Australia. The summary does not consider any specific facts or circumstances that may apply to particular securityholders, including the application of the taxation of financial arrangement rules in the Australian income tax legislation. Further, it does not deal with the taxation consequences of disposing of securities issued under an employee equity scheme, which may be subject to specific tax provisions.

Furthermore, it does not deal with taxation consequences under laws outside of Australia. Infigen Securityholders who are tax residents of a country other than Australia should take into account the tax consequences under the laws of their country of residence (in addition to those under the laws of Australia) of disposing their Infigen Stapled Securities.

Each Infigen Stapled Security comprises a share in IEL and a unit in IET. An Infigen Securityholder who disposes of their Infigen Stapled Securities will need to separately calculate the gain/loss on disposal for their shares in IEL and units in IET.

References to Infigen Stapled Securities within Section 7 are to be read as references to each share in IEL and each unit in IET separately. That is, in calculating any gain/loss on disposal of the Infigen Stapled Securities, each Infigen Securityholder will need to apportion the proceeds of A\$0.86 per Infigen Stapled Security received between the share in IEL and the units in IET.

You are advised to seek independent professional advice regarding the tax consequences of disposing of your Infigen Stapled Securities according to your own particular circumstances.

The Australian tax consequences of disposing of your Infigen Stapled Securities will depend on a number of factors including:

- whether you are an Australian resident or non-resident for tax purposes.
- whether you hold your Infigen Stapled Securities on capital or revenue account or as trading stock.
- when you acquired your Infigen Stapled Securities for tax purposes.
- whether you are an individual, a company or a trustee of a complying superannuation entity.

### 7.2 Infigen Securityholders who are Australian residents for tax purposes

#### (a) Disposal of Infigen Stapled Securities held as trading stock

If you hold your Infigen Stapled Securities as trading stock (e.g., as a security trader) you will be required to include the value of the consideration from the disposal of your Infigen Stapled Securities (i.e., the cash received) in your assessable income.

#### (b) Disposal of Infigen Stapled Securities held on revenue account

If you hold your Infigen Stapled Securities on revenue account (e.g., you acquired your Infigen Stapled Securities for the main purpose of reselling them at a profit) then you will be required to treat any gain or loss arising on the disposal of your Infigen Stapled Securities as either assessable income or an allowable deduction.

The calculation of the gain or loss will primarily include the following:

- the value of the consideration (the cash received); and
- the cost of acquiring your Infigen Stapled Securities.

#### (c) Disposal of Infigen Stapled Securities held on capital account

If you hold your Infigen Stapled Securities on capital account (e.g., as a passive investment with a view to generating trust distributions and/or dividend income) the disposal of Infigen Stapled Securities will generally have Australian capital gains tax (CGT) consequences. The disposal of such Infigen Stapled Securities pursuant to acceptance of the Offer or the compulsory acquisition of your Infigen Stapled Securities will constitute CGT events for CGT purposes.

The time of the CGT event is when a binding contract to sell your Infigen Stapled Securities is formed. As outlined in Section 9.8, the FIRB Condition is the only condition precedent to a binding contract being formed. Accordingly, if the Offer is accepted before the FIRB Approval is granted, the time of the CGT event will be the date that FIRB Approval is granted. If the Offer is accepted after the FIRB Approval is granted, the time of the CGT event will be the date the Offer is accepted.

The CGT implications of a disposal of your Infigen Stapled Securities will depend upon a number of factors, including:

- the date your Infigen Stapled Securities were acquired for CGT purposes.
- your taxpayer status.
- the length of time you have held your Infigen Stapled Securities.
- the cost base (or reduced cost base) of the shares in IEL or units in IET, taking into account any tax deferred distributions received in respect of the units in IET.

You will not be entitled to choose indexation of the cost base when calculating any capital gain on disposal.

If you are an individual, trust or complying superannuation fund that has held your Infigen Stapled Securities for 12 months or longer at the time the Offer is accepted, the discount capital gain provisions will apply in calculating any capital gain on disposal.

In this case, any capital losses available to you will first be applied to reduce the realised nominal gain before the resulting net amount is reduced by one-half or one-third (as applicable) to calculate the discounted capital gain that is assessable.

If your Infigen Stapled Securities have been held for less than 12 months or you are another category of securityholder (for example, a company), the discount capital gain method is not available. A capital gain on the securities, being any excess of the value of the capital proceeds over the cost base of the securities, will be assessable in full.

### 7.3 Infigen Securityholders who are not Australian residents for tax purposes

#### (a) Disposal of Infigen Stapled Securities held as trading stock or on revenue account

If you are not a resident of Australia for tax purposes and your Infigen Stapled Securities were acquired as trading stock or otherwise on revenue account, you should seek your own professional advice. The Australian tax treatment will depend on the source of any gain and whether a double tax agreement exists between your country of residence and Australia.

#### (b) Disposal of Infigen Stapled Securities held on capital account

If you are not a resident of Australia for tax purposes and hold your Infigen Stapled Securities on capital account, you will generally not be subject to CGT in Australia on the disposal of your Infigen Stapled Securities unless:

- your shares in IEL or your units in IET constitute “indirect Australian real property interests” by satisfying both of the following conditions:
  - you (together with your associates) owned at least 10% of the Infigen Stapled Securities either at the time you sold your Infigen Stapled Securities or for any 12 month period during the 24 months before you sold your Infigen Stapled Securities (in which case, your Infigen Stapled Securities would be a ‘**Non-Portfolio Interest**’); and
  - at the time of the disposal, “taxable Australian real property” assets (which for these purposes includes real property and mining, quarrying or prospecting rights if the minerals, petroleum or quarry materials are located in Australia) comprise more than 50% of the market value of the assets owned directly or indirectly by IEL or IET (as relevant);
- you held your Infigen Stapled Securities at any time in carrying on a business through a permanent establishment in Australia; or
- you were previously a resident of Australia for tax purposes and chose to disregard a capital gain or loss on your Infigen Stapled Securities on ceasing to be a resident.

If you are a non-resident of Australia for tax purposes, you should seek independent advice as to the tax implications of the sale, including the potential application of any of the above items and whether any relief is available under a relevant double tax treaty.

## 7. TAXATION CONSIDERATIONS (continued)

### 7.4 Foreign resident CGT withholding tax

#### (a) Overview

Under the foreign resident capital gains withholding (**FRCGW**) tax rules in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth), Iberdrola Australia may have the obligation to withhold an amount up to 12.5% of the Offer Price and pay such amount to the Australian Taxation Office, if (very broadly):

- your shares in IEL or your units in IET, constitute “indirect Australian real property interests” (see Section 7.3(b)); and
- any of the following apply:
  - Iberdrola Australia knows that you are a foreign resident for Australian tax purposes;
  - Iberdrola Australia reasonably believes that you are a foreign resident for Australian tax purposes;
  - Iberdrola Australia does not reasonably believe you are an Australian resident for Australian tax purposes and either:
    - » you have an address outside Australia (according to any record in Iberdrola Australia’s possession, or is kept or maintained on Iberdrola Australia’s behalf); or
    - » Iberdrola Australia is authorised to provide a financial benefit (e.g., the payment of the Offer Price) to a place outside Australia; or
  - you otherwise have a connection outside Australia of a kind specified in the tax regulations.

If Iberdrola Australia determines or reasonably believes that it has an obligation to make the above payment, Iberdrola Australia will withhold the applicable FRCGW amount from the Offer Price payable to you and pay that amount to the Australian Taxation Office. You will only receive the net proceeds and will be taken to receive the full Offer Price for the purposes of this Offer, such that Iberdrola Australia will be discharged of any liability to pay that amount of the Offer Price to you.

Depending on your specific circumstances, you may be entitled to apply to the Australian Taxation Office, before the disposal of your Infigen Stapled Securities, to vary and reduce the rate of withholding from 12.5%.

#### (b) Declaration for non-withholding of FRCGW

If you consider that you do not meet the conditions outlined in Section 7.4(a) above for the FRCGW tax to apply, you should provide Iberdrola Australia with a completed declaration to the effect that either:

- You are an Australian resident for Australian tax purposes (**Australian Residency Declaration**); or
- Your Infigen Stapled Securities are not Non-Portfolio Interests (see Section 7.3(b)) and/or are not indirect Australian real property interests (**Non-Portfolio Interest Declaration**).

The Australian Residency Declaration and the Non-Portfolio Interest Declaration are contained in the Acceptance Form.

If you provide a completed Australian Residency Declaration or Non-Portfolio Interest Declaration to Iberdrola Australia before Iberdrola Australia acquires your Infigen Stapled Securities, Iberdrola Australia will not deduct any FRCGW tax from the Offer Price payable to you, unless Iberdrola Australia knows or reasonably believes the declaration to be false.

If you are unsure about how the FRCGW tax applies to you or whether you are entitled to complete an Australian Residency Declaration or a Non-Portfolio Interest Declaration, you should seek independent advice.

#### (c) Credit or refund of FRCGW

Any FRCGW tax withheld from the Offer Price is not a final tax. You should be entitled to claim a credit in your Australian income tax return, for the relevant income year, for any FRCGW tax withheld and remitted by Iberdrola Australia in respect of your Infigen Stapled Securities. To the extent, the FRCGW tax exceeds your final Australian tax liability for the disposal of your Infigen Stapled Securities, you should be entitled to a refund of the difference.

### 7.5 GST

No Australian GST should be payable on the disposal of Infigen Stapled Securities in return for the Offer Price. GST may be payable by you on any brokerage charged by your Controlling Participant for carrying out your instructions and, depending on your circumstances, you may not be entitled to any input tax credit (or only a reduced input tax credit) for that GST.

### 7.6 Stamp Duty

No marketable securities duty should be payable on the transfer of your Infigen Stapled Securities. Iberdrola Australia has agreed to pay any stamp duty which may apply to the transfer of Infigen Stapled Securities to it.

## 8. OTHER MATERIAL INFORMATION

### 8.1 Bid Implementation Agreement

On 17 June 2020, Iberdrola Australia and Infigen entered into the Bid Implementation Agreement in relation to the Offer. The Bid Implementation Agreement sets out the agreed terms on which Iberdrola Australia has made the Offer, and obligations of both Iberdrola Australia and Infigen in relation to the Offer. A copy of the Bid Implementation Agreement was released by Infigen to ASX in its announcement dated 17 June 2020.

The following is a summary of the key terms of the Bid Implementation Agreement.

#### (a) Consideration

Iberdrola Australia has agreed to pay A\$0.86 for each Infigen Stapled Security.

#### (b) Exclusivity

The Bid Implementation Agreement contains certain exclusivity arrangements in favour of Iberdrola Australia. These arrangements are summarised as follows.

- (i) **(No shop)** Infigen must not solicit, invite, encourage or initiate any Competing Proposal or any enquiries, negotiations or discussions with any other person in relation to, or that could reasonably be expected to lead to a Competing Proposal.
- (ii) **(No talk and no due diligence)** Subject to a fiduciary exception, Infigen must not:
  - (A) negotiate, accept or enter into, approve or recommend, participate in negotiations or discussions with, or enter into any agreement, arrangement or understanding with any person (other than Iberdrola Australia) in relation to, or that could reasonably be expected to lead to a Competing Proposal; and
  - (B) make available to any person (other than Iberdrola Australia) or permit any such person to receive, any non-public information relating to Infigen or any Infigen Group Member, in connection with a Competing Proposal, or the formulation, development, assessment or finalisation of a Competing Proposal.
- (iii) **(Notification)** Infigen must promptly notify Iberdrola Australia if it becomes aware of any actions in relation to a Competing Proposal as set out above in paragraphs 8.1(b)(ii)(A) and (B).
- (iv) **(Matching right and Infigen Board recommendation)** Infigen is prohibited from entering into a legally binding agreement to give effect to, or consenting, accepting or giving support in any way that is public to, any Competing Proposal and must procure that no Infigen Director withdraws or changes their recommendation in respect of the Takeover Bid as a result of the Competing Proposal or publicly recommends the Competing Proposal other than where:
  - (A) the Infigen Board acting in good faith and in order to satisfy their statutory or fiduciary duties determines that the Competing Proposal is, or may reasonably be expected to lead to, a Superior Proposal;
  - (B) Infigen has provided Iberdrola Australia with all terms and conditions of the Competing Proposal and the action proposed to be taken in respect of the Competing Proposal;
  - (C) Infigen has given Iberdrola Australia 4 Business Days to provide a counter proposal on more favourable or no less favourable terms than the Competing Proposal (**Counter Proposal**); and
  - (D) Iberdrola Australia has not amended the terms of the Takeover Bid to make a Counter Proposal within 4 Business Days of the receipt of information under paragraph (B).

#### (c) Board changes

As soon as practicable after Iberdrola Australia acquires a Relevant Interest in more than 50% of the Infigen Stapled Securities and the Offer becomes or is declared unconditional, Infigen must:

- (i) take all actions necessary to cause the appointment of the nominees of the Iberdrola Australia to the Infigen Board; and
- (ii) procure that the Infigen Directors nominated by Iberdrola Australia, resign and release Infigen from any claims they may have against Infigen,

provided that until Iberdrola Australia acquires all of the Infigen Stapled Securities, there are at least two independent members of the Infigen Board who are not nominees of the Iberdrola Australia.

## 8. OTHER MATERIAL INFORMATION (continued)

### (d) Conduct of business

From the date of the Bid Implementation Agreement up to and including the end of the Offer Period, Infigen:

- (i) must conduct its business in the ordinary and usual course of business, subject to certain specified agreed restrictions and thresholds;
- (ii) agrees to promptly notify Iberdrola Australia:
  - (A) of anything of which it becomes aware of that makes any material information publicly filed by Infigen to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading;
  - (B) if it has or will take any action which has, will, or is likely to, result in a material breach of the Bid Implementation Agreement;
  - (C) of anything which it is aware makes any information which is the subject of a representation or warranty given by Infigen incorrect, untrue or misleading (including by omission) in any material respect;
- (iii) must promptly provide Iberdrola Australia such information in relation to the Infigen Group as the Iberdrola Australia may reasonably request for the purpose of undertaking and implementing the acquisition, including satisfying the FIRB Condition, refinancing any Infigen Group debt facilities and if the Minimum Acceptance Condition is satisfied, planning the integration and transition of the Infigen Group; and
- (iv) must keep Iberdrola Australia informed of all material developments in respect of its financial and operating performance.

### (e) Infigen Board recommendation

Infigen must use reasonable endeavours to procure that each Infigen Director does not withdraw, adversely revise or adversely qualify their recommendation in relation to the Takeover Bid other than where:

- (i) Infigen has received a Superior Proposal;
- (ii) Iberdrola Australia's matching right as described above has been exhausted; and
- (iii) the Infigen Board has determined in good faith and acting reasonably, after obtaining written legal advice from its legal advisers, that failing to take the action or refusing to take the action in relation to the Superior Proposal would be inconsistent with their fiduciary or statutory obligations.

### (f) Reimbursement fee payable by Infigen

Infigen has agreed to pay a reimbursement fee of A\$8,395,962 (excluding GST) in certain circumstances, including where:

- (i) during the exclusivity period (which is a maximum of six months after the date of the agreement), any Infigen Director fails to make or makes then, withdraws or adversely changes their recommendation in relation to the Takeover Bid, or their statement of intention to accept, or procure the acceptance of, the Offer in respect of all Infigen Stapled Securities they own or control;
- (ii) during the exclusivity period (which is a maximum of six months after the date of the agreement), Infigen enters into any agreement in relation to, or any Infigen Director recommends that Infigen Stapled Securityholders accept or vote in favour of or otherwise supports or endorses any actual or proposed Competing Proposal;
- (iii) a Competing Proposal of any kind is announced, or varied during the exclusivity period (which is a maximum of six months after the date of the agreement) and, within twelve months of the date of such announcement, the third party or any Associate of that third party acquires (either alone or in aggregate) a Relevant Interest in more than 50% of the Infigen Stapled Securities;
- (iv) Iberdrola Australia terminates the Bid Implementation Agreement as a result of Infigen being in material breach (including an unremedied breach of a representation or warranty that gives rise to a Material Adverse Change); or
- (v) Iberdrola Australia terminates the Bid Implementation Agreement as a result of any of the Conditions set out in Sections 9.7(e) (No Specified Events), 9.7(f) (No Prescribed Occurrences) and 9.7(g) (No untrue statement to ASX) becoming incapable of being satisfied or are breached.

The fee is not payable if Iberdrola Australia or its Related Bodies Corporate acquire more than 50% of the Infigen Stapled Securities within 12 months after the date of the agreement, or if the fee has been paid Iberdrola must refund the fee.



### **(g) Representations and warranties**

Infigen and Iberdrola Australia have given representations and warranties to each other in the Bid Implementation Agreement that are customary for an agreement of this nature.

These representations and warranties are set out in Schedule 2 (in the case of Infigen) and Schedule 3 (in the case of Iberdrola Australia) of the Bid Implementation Agreement.

### **(h) Termination**

Each of Infigen and Iberdrola Australia may terminate the Bid Implementation Agreement at any time before the end of the Offer Period if:

- (i) the other is in material breach of the Bid Implementation Agreement (other than for a material breach of a representation or warranty given by the other);
- (ii) a court or Government Agency has taken action that permanently restrains or prohibits the Takeover Bid; or
- (iii) Iberdrola Australia withdraws the Takeover Bid or the Takeover Bid lapses for any reason including non-satisfaction of a Condition.

Iberdrola Australia may terminate the Bid Implementation Agreement at any time before the end of the Offer Period, if:

- (iv) any Infigen Director fails to make or changes or withdraws their recommendation in relation to the Takeover Bid or recommends another transaction;
- (v) a breach of representation or warranty given by Infigen would be reasonably likely to give rise to a Material Adverse Change; or
- (vi) any of the Conditions set out in Sections 9.7(e) (No Specified Events), 9.7(f) (No Prescribed Occurrences) and 9.7(g) (No untrue statement to ASX) being become incapable of being satisfied or are breached.

Infigen may terminate the Bid Implementation Agreement at any time before the end of the Offer Period if the Infigen Board unanimously or a majority of the Infigen Board has changed, withdrawn or modified its recommendation as permitted under the agreement.

## **8.2 Pre-Bid Purchase Agreement**

On 17 June 2020, Iberdrola Australia entered into a Pre-Bid Purchase Agreement with Cliffe Capital UK LP and The Children's Investment Master Fund (**TCI Funds**). The Pre-Bid Purchase Agreement was released to ASX on 17 June 2020, as Annexure B to Iberdrola Australia's 'Form 603 – Notice of initial substantial holder' dated 17 June 2020 and a copy is available from the ASX website, [www.asx.com.au](http://www.asx.com.au).

Under the Pre-Bid Purchase Agreement the TCI Funds have agreed to sell Iberdrola Australia 194,139,613 Infigen Stapled Securities (representing 20% of Infigen Stapled Securities) no earlier than two months after the commencement of the Offer, conditional on Iberdrola Australia receiving FIRB approval, subject to all the Conditions (described in Section 9.7) being satisfied or waived and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' securities) or where the TCI Funds' acceptance of their securities into the Offer, together with acceptances submitted into any institutional acceptance facility, would result in Iberdrola Australia having a relevant interest in more than 50%. If these conditions are not satisfied by 16 November 2020, the Pre-Bid Purchase Agreement will terminate, unless TCI and Iberdrola Australia otherwise agree.

Completion is to take place at a time nominated by Iberdrola Australia, which must be within 5 Business Days after the closing date of the Offer.

From the date of the Pre-Bid Purchase Agreement until it is terminated, the TCI Funds are not permitted to dispose of, encumber or otherwise deal with the Infigen Stapled Securities the TCI Funds have agreed to sell to Iberdrola Australia, provided that this restriction does not apply in respect of 97,069,807 of those securities (representing approximately 10.01% of Infigen Stapled Securities) unless and until FIRB approval is obtained. The Pre-Bid Purchase Agreement does not prevent the TCI Funds from accepting the Offer in respect of the Infigen Stapled Securities it has agreed to sell Iberdrola Australia.



## 8. OTHER MATERIAL INFORMATION (continued)

The Pre-Bid Purchase Agreement automatically terminates if:

- an alternative offer to acquire all Infigen Stapled Securities is announced to ASX that the TCI Funds consider to be a superior offer;
- the TCI Funds notify Iberdrola Australia they intend to accept the alternative offer; and
- Iberdrola Australia does not increase the consideration under the Offer to match the value per Infigen Stapled Security under the alternative offer, within 4 business days after the TCI Funds' notice.

The Pre-Bid Purchase Agreement also terminates automatically if:

- the TCI Funds accept the Offer in respect of all of the Infigen Stapled Securities they have agreed to sell Iberdrola Australia and as at the closing date of the Offer, the Offer has become unconditional and that acceptance has not been withdrawn or revoked;
- the Offer has not been declared free of all Conditions by 16 November 2020 (or such other date as TCI and Iberdrola Australia agree); or
- in certain circumstances, Iberdrola Australia does not nominate a date for completion by 5 business days before the end of the Offer Period.

### 8.3 Due diligence on Infigen

For the purpose of undertaking due diligence investigations as part of evaluating whether or not to make the Offer, Infigen provided Iberdrola Australia with access to information concerning Infigen and its business and affairs some of which is not generally available to Infigen Securityholders.

The information made available to Iberdrola Australia during the course of its due diligence investigations is either in the public domain, disclosed in this Bidder's Statement or is not material to the making of a decision by an Infigen Securityholder, whether or not to accept the Offer.

### 8.4 Conditions

#### (a) Potential for waiver of Conditions

The Offer is subject to the Conditions, which are set out in full in Section 9.7. Under the terms of the Offer and the Corporations Act, any or all of those Conditions may be waived by Iberdrola Australia, other than the FIRB Condition, which may only be waived in compliance with the FATA.

If an event occurs which results (or would result) in the breach or non-fulfilment of a Condition, Iberdrola Australia might not make a decision as to whether it will either rely on that occurrence, or instead waive the relevant Condition in respect of that occurrence, until the date for giving notice as to the status of the Conditions of the Offer under section 630(3) of the Corporations Act (see Section 9.8(f)). If Iberdrola Australia decides that it will waive a Condition, it will announce that decision to ASX in accordance with section 650F of the Corporations Act.

If any of the Conditions are breached or not fulfilled, and Iberdrola Australia decides to rely on that breach or non-fulfilment, then any contract resulting from acceptance of the Offer will become void at (or, in some cases, shortly after) the end of the Offer Period, and the relevant Infigen Stapled Securities will be returned to the holder.

#### (b) Status and effect of Conditions

This Section 8.4(b) describes the status of the Conditions of the Offer.

As at the date of this Bidder's Statement, Iberdrola Australia is not aware of any events or circumstances, which would result in the non-fulfilment of any of the Conditions.

#### (c) FIRB Condition

Iberdrola Australia is a wholly owned Subsidiary of Iberdrola and is therefore a foreign person for the purposes of the FATA.

Iberdrola Australia has submitted a notification to FIRB in accordance with the FATA in respect of the Takeover Bid prior to this Bidder's Statement being despatched, and Offers being made to Infigen Securityholders.

Iberdrola Australia notes that the review period for FIRB applications has been extended to up to 6 months as a response to the effect of COVID-19 on business conditions, but generally is confident that the transaction is consistent with the Australian Government's foreign investment policy and expects FIRB Approval to be given in due course. However, there is a risk that FIRB Approval may not be given before the end of the Offer Period.

### 8.5 Time for determining holders of Infigen Stapled Securities

For the purposes of section 633(2) of the Corporations Act, the date for determining the people to whom information is to be sent under items 6 and 12 of section 633(1) of the Corporations Act is the Record Date.

### 8.6 Consents

The persons listed in the table below have given and have not, before lodgement of this Bidder's Statement with ASIC, withdrawn their written consent to:

- be named in this Bidder's Statement in the form and context in which they are named;
- the inclusion of their respective statements noted next to their names and the references to those statements in the form and context in which they are included in this Bidder's Statement; and
- the inclusion of other statements in this Bidder's Statement which are based on or referable to those statements in which they are included in this Bidder's Statement.

| Consenting Party             | Named as                                 | Statement(s)  |
|------------------------------|--|---|
| Nomura International plc     | Financial adviser to Iberdrola Australia | –   |
| DLA Piper                    | Legal Adviser to Iberdrola Australia     | –   |
| Link Market Services Limited | Share Registry                           | –   |
| Iberdrola                    | Itself                                   | See Section 2 (Profile of Iberdrola Australia and Iberdrola) and Iberdrola Australia's intentions in Section 5. |
| Pacific Custodians Pty Ltd   | Facility Agent                           | –   |

Each of the above persons:

- other than a statement in this Bidder's Statement with consent as specified above, does not make, or purport to make, any statement in this Bidder's Statement, or any statement on which a statement in this Bidder's Statement is based; and
- to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Bidder's Statement, any statements or omissions from this Bidder's Statement, other than a reference to its name or a statement included in this Bidder's Statement with the consent of the person as specified above.

Neither Nomura International plc, DLA Piper, the Registry nor Facility Agent has caused or authorised the issue of this Bidder's Statement, nor do they make or purport to make any statement in this Bidder's Statement or any statement on which a statement in this Bidder's Statement is based and takes no responsibility for any part of this Bidder's Statement other than any reference to its name.

### 8.7 Document lodged with ASIC or given to ASX

This Bidder's Statement includes statements, which are made in, or based on statements made in, documents lodged with ASIC or given to ASX. Under the terms of ASIC Class Order 13/521, the persons making those statements are not required to consent to, and have not consented to, the inclusion of those statements, or of statements based on those statements, in this Bidder's Statement. The relevant statements were respectively taken from:

- 'Infigen Announces No Distribution for H2FY20' lodged by Infigen on the ASX Market Announcements Platform on 9 June 2020; and
- 'Infigen announces Recommended Takeover Offer from Iberdrola' lodged by Infigen on the ASX Market Announcements Platform on 9 June 2020; and
- 'Third Quarter FY20 Activity Report' lodged by Infigen on the ASX Market Announcements Platform on 1 May 2020.

As required by ASIC Class Order 13/521, Iberdrola Australia will make available a copy of these documents (or relevant extracts from these documents), free of charge, to Infigen Securityholders who request them during the Offer Period. To obtain a copy of these documents (or the relevant extracts), Infigen Securityholders may telephone the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia).

## 8. OTHER MATERIAL INFORMATION (continued)

### 8.8 Official statements

As permitted by ASIC Corporations (Consents to Statements) Instrument 2016/72 (**Corporations Instrument 2016/72**), this Bidder's Statement may include or be accompanied by certain statements:

- fairly representing a statement by an official person; or
- from a public official document or published book, journal or comparable publication.

As permitted by Corporations Instrument 2016/72, this Bidder's Statement contains Infigen security price trading data sourced from IRESS without its consent, broker price targets retrieved from Bloomberg without its consent, and broker price targets and market capitalisation data retrieved from Bloomberg without its consent.

### 8.9 Broker commission

As at the date of this Bidder's Statement, Iberdrola Australia has not made a decision as to whether to offer to pay a commission to brokers who solicit acceptances of the Offer by an Infigen Securityholder. However, Iberdrola Australia reserves the right to introduce such an arrangement.

### 8.10 Institutional Acceptance Facility

Iberdrola Australia has established an institutional acceptance facility open to persons identified by Iberdrola Australia as 'professional investors' (as defined in section 9 of the Corporations Act) that hold or beneficially own at least A\$500,000 worth of Infigen Stapled Securities based on the consideration payable under the Offer (**Eligible Securityholders**) in order to facilitate receipt of acceptances of the Offer (**Facility**).

Investors in Infigen who are not Eligible Securityholders cannot participate in the Facility.

Iberdrola Australia recognises that some investors in Infigen may be unable or unwilling to accept the Offer until the Offer becomes or is declared unconditional. The Facility has therefore been established to provide Eligible Securityholders with the ability to register their support for the Offer and their intention to accept the Offer before the Offer becomes or is declared unconditional.

The acceptance facility collection agent for the Facility is Pacific Custodians Pty Ltd (**Facility Agent**).

Before making a decision whether or not to participate in the Facility, Eligible Securityholders are encouraged to consult with their financial or other professional adviser.

In summary, the Facility will operate in the following way:

- An Eligible Securityholder who wishes to participate in the Facility must provide to the Facility Agent duly completed and executed documentation appointing the Facility Agent as the acceptance facility collection agent, together with a signed Acceptance Form and/or direction to its custodian, nominee or trustee (**Custodian Direction**) to accept the Offer (each, **Acceptance Instructions**).
- The Facility Agent will hold the Acceptance Instructions as acceptance facility collection agent and bare trustee only and will not acquire a Relevant Interest in any of the Infigen Stapled Securities the subject of the Acceptance Instructions.
- The Facility Agent must deliver:
  - the Acceptance Form to Link Market Services Limited in accordance with the instructions on the relevant Acceptance Forms or, in the case of Infigen Stapled Securities held in a CHESS Holding, give the Acceptance Forms to the relevant Controlling Participant; and/or
  - the Custodian Directions to the relevant custodian,

immediately after the Facility Agent receives a written confirmation from Iberdrola Australia (**Confirmation Letter**) stating that one or more of the following has occurred:

- Iberdrola Australia has declared the Offer free of all the Conditions set out in Section 9.7 of the Bidder's Statement that have not been fulfilled or waived; or
- Iberdrola Australia will declare the Offer free of all the Conditions set out in Section 9.7 of the Bidder's Statement that have not been fulfilled or waived as soon as practical after all of the Acceptance Instructions received under the Acceptance Facility are validly processed or implemented (as applicable).

- Eligible Securityholders retain all rights and control over their Infigen Stapled Securities and will be able to withdraw their Acceptance Instructions at any time prior to the Facility Agent receiving the Confirmation Letter from Iberdrola Australia.
- Iberdrola Australia reserves the right to declare the Offer free from all Conditions at any time (other than the FIRB Condition, which may only be waived in accordance with FATA) (subject to the Corporations Act), irrespective of the number of acceptances held by Iberdrola Australia, or the number of Infigen Stapled Securities that are the subject of Acceptance Instructions held by the Facility Agent.

A copy of the documentation underlying the Facility may be requested from the Facility Agent by email to [iberdrolaiaf@linkmarketservices.com.au](mailto:iberdrolaiaf@linkmarketservices.com.au) (addressed to Kylie Turton).

By 8.30 am on each Business Day (or at any other time upon request from Iberdrola Australia), the Facility Agent will notify Iberdrola Australia of the number of Infigen Stapled Securities in respect of which Acceptance Instructions have been received as at 7.00 pm the previous day, with the expectation that Iberdrola Australia will release this information to ASX and Infigen Securityholders in conjunction with its substantial holding notices in response to acceptances of the Offer received.

### 8.11 Social security and superannuation implications of the Offer

Acceptance of the Offer may have implications under your superannuation or pension arrangements or on your social security entitlements. If in any doubt, Infigen Securityholders should seek specialist advice before accepting the Offer.

### 8.12 Approvals for payment of consideration

Iberdrola Australia is not aware of any Infigen Securityholders who require any approval referred to in Section 9.9(f) in order to be entitled to receive any consideration under the Offer.

### 8.13 Withholding of consideration

It is possible that Iberdrola Australia is required, or may become aware of an obligation after the date of this Bidder's Statement, to withhold an amount pursuant to Section 9.9(g).

For example:

- under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth), Iberdrola Australia may have obligations to pay to the Australian Taxation Office a non-final withholding amount up to 12.5% of the Offer Price for certain non-resident Infigen Securityholders (see Section 7.4 above for further details); or
- under section 255 of the *Income Tax Assessment Act 1936* (Cth), the Australian Taxation Office may notify Iberdrola Australia that all or part of the consideration otherwise payable under the Offer to Infigen Securityholders who are non-residents of Australia is to be retained by Iberdrola Australia, or paid to the Australian Taxation Office, instead of being paid to the relevant Infigen Securityholders. Similarly, under section 260-5 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), the Australian Taxation Office may require Iberdrola Australia to pay to the Australian Taxation Office all or part of the consideration otherwise payable under the Offer to Infigen Securityholders who owe tax-related debts to the Australian Government.

### 8.14 No other material information

Except as disclosed in this Bidder's Statement, there is no other information that:

- is material to the making of a decision by any Infigen Securityholder whether or not to accept the Offer; and
- is known to Iberdrola Australia,

which has not previously been disclosed to Infigen Securityholders.

## 9. THE OFFER TERMS

### 9.1 The Offer

- (a) Iberdrola Australia offers to acquire all of your Infigen Stapled Securities together with all Rights attached to them, on and subject to the terms and conditions set out in this Section 9.
- (b) The Offer extends to all Infigen Stapled Securities that are issued during the period from the Record Date to the end of the Offer Period as a result of the vesting of any Performance Rights on issue as at the Record Date. However, Iberdrola Australia is not offering to acquire any Performance Rights, themselves.
- (c) The consideration offered for each of your Infigen Stapled Securities is A\$0.86 in cash.
- (d) If the aggregate Offer Price you are entitled to receive includes a fraction of a cent, your aggregate Offer Price will be rounded up to the nearest whole cent.
- (e) By accepting the Offer, you undertake to transfer to Iberdrola Australia not only all of your Infigen Stapled Securities, but also all Rights attached to those Infigen Stapled Securities.
- (f) The Offer is dated 29 June 2020.

### 9.2 Offer Period

- (a) Unless withdrawn, the Offer is open for acceptance during the period that begins on the date of this Offer, and ends at 7:00 pm (Sydney time) on:
  - (i) 30 July 2020; or
  - (ii) any date to which the Offer Period is extended under this Section 9.2.
- (b) Iberdrola Australia reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, any of the following occurs, the Offer Period will be automatically extended in accordance with section 624(2) of the Corporations Act so that it ends 14 days after that event:
  - (i) the Offer is varied to improve the consideration offered; or
  - (ii) Iberdrola Australia's voting power in Infigen increases to more than 50%.

### 9.3 How to accept this Offer

#### General

- (a) Subject to Sections 9.10(b) and 9.10(c) you may only accept this Offer in respect of all of your Infigen Stapled Securities. You may accept the Offer at any time during the Offer Period.

#### CHESS Holding

- (b) To accept the Offer in respect of your Infigen Stapled Securities held in a CHESS Holding (you have a Holder Identification Number prefixed with 'X'):
  - (i) if you are not a Participant, you must either:
    - (A) **(instruct)** instruct your Controlling Participant (usually your Broker) to initiate acceptance of the Offer on your behalf in accordance with ASX Settlement Operating Rule 14.14, so as to be effective before the end of the Offer Period; or
    - (B) **(complete)** complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all other documents required by those instructions on it or by the terms of this Offer, so that they are received at the address given on the Acceptance Form in sufficient time for Iberdrola Australia to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf so as to be effective before the end of the Offer Period,and comply with any other applicable ASX Settlement Operating Rules.
  - (ii) if you are Participant you must initiate acceptance of the Offer in accordance with ASX Settlement Operating Rule 14.14 so as to be effective before the end of the Offer Period and comply with any other applicable ASX Settlement Operating Rules.

### **Issuer Sponsored Holding**

- (c) To accept this Offer in respect of your Infigen Stapled Securities held in an Issuer Sponsored Holding (you have a Securityholder Reference Number is prefixed with 'I') you must complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all documents required by the instructions on it and the terms of this Offer, so that they are received at the address given on the Acceptance Form before the end of the Offer Period.

### **Infigen Stapled Securities in respect of which you are entitled to be registered as holder**

- (d) To accept this Offer in respect of your Infigen Stapled Securities which are not held in your name, but in respect of which you are entitled to be registered as holder, you must complete and sign the enclosed Acceptance Form in accordance with the instructions on it and return it (using the enclosed pre-addressed envelope if you wish) together with all documents required by the instructions on it and the terms of this Offer, so that they are received at the address given on the Acceptance Form before the end of the Offer Period.

## **9.4 Foreign Laws**

The Offer is not registered in any jurisdiction outside Australia (unless an applicable Foreign Law treats it as registered as a result of the Bidder's Statement being lodged with ASIC). It is your sole responsibility to satisfy yourself that any Foreign Law applicable to you permits you to accept the Offer.

## **9.5 Status and effect of acceptance**

### **Using the Acceptance Form**

- (a) The Acceptance Form which accompanies this Bidder's Statement forms part of the terms and conditions of the Offer. If you use the Acceptance Form to accept the Offer you must follow the instructions on it. A reply paid envelope, which is valid if sent from within Australia, is enclosed for your use.
- (b) When using the Acceptance Form to accept the Offer you must ensure that your Acceptance Form (together with all documents required by the instructions on the Acceptance Form or the terms of this Offer) is received at the address shown on the Acceptance Form before the end of the Offer Period, or in the case of an Acceptance Form used to accept this Offer in respect of Infigen Stapled Securities held in a CHES Holding, in sufficient time to permit Iberdrola Australia to instruct your Controlling Participant to initiate acceptance of the Offer on your behalf in accordance with ASX Settlement Operating Rule 14.14 before the end of the Offer Period.
- (c) By completing, signing and returning the Acceptance Form in accordance with Section 9.3(b) or Section 9.3(c), as applicable, you irrevocably authorise Iberdrola Australia, its nominees and each of their respective officers and agents:
- (i) to rectify any errors in, or omissions from, the Acceptance Form that are necessary to make it an effective acceptance of the Offer or to enable registration of the transfer of all of your Infigen Stapled Securities to Iberdrola Australia; and
  - (ii) if any of your Infigen Stapled Securities are in a CHES Holding, to:
    - (A) initiate, or alternatively instruct your Controlling Participant to initiate, acceptance of the Offer in respect of all such Infigen Stapled Securities in accordance with rule 14.14 of the ASX Settlement Operating Rules; and
    - (B) give any other instructions concerning those Infigen Stapled Securities to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant, as determined by Iberdrola Australia acting in its own interests as a beneficial owner and intended registered holder of your Infigen Stapled Securities.
- (d) Iberdrola Australia is not responsible for any delays incurred due to the processes described in 9.5(c) or for any losses of any kind whatsoever you incur if your acceptance is not processed before the end of the Offer Period.



## 9. THE OFFER TERMS (continued)

### Validation of otherwise ineffective acceptances

- (e) Subject to Sections 9.5(f) to 9.5(h), your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in Section 9.3.
- (f) Iberdrola Australia will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. Iberdrola Australia is not required to communicate with you prior to making this determination. The determination of Iberdrola Australia will be final and binding on all parties.
- (g) Notwithstanding any other term or condition to the contrary, Iberdrola Australia may, in its sole discretion deem any Acceptance Form it receives to be a valid acceptance of the Offer in respect of all your Infigen Stapled Securities even though it purports to be an acceptance in respect of some (and not all) of your Infigen Stapled Securities, it does not receive the other documents required by the instructions on the Acceptance Form or these Offer terms, or there is not compliance with any one or more of the other requirements for acceptance. If Iberdrola Australia does treat such an Acceptance Form as valid, Iberdrola Australia will not be obliged to give the consideration to you until Iberdrola Australia receives all those documents and all of the requirements for acceptance referred to in Section 9.3 and in the Acceptance Form have been resolved, waived or met.
- (h) Where you have satisfied the requirements for acceptance in respect of some of your Infigen Stapled Securities, Iberdrola Australia may, in its sole discretion, regard the Offer to be accepted in respect of those of your Infigen Stapled Securities but not the remainder or all of your Infigen Stapled Securities.
- (i) Iberdrola Australia will provide the consideration to you in accordance with Section 9.9, in respect of any part of an acceptance determined by Iberdrola Australia to be valid.

### Risk in Acceptance Form

- (j) The transmission by you of the Acceptance Form and any other documents in accordance with Section 9.3 is at your own risk. No acknowledgement of receipt of any such documents will be given to you by or on behalf of Iberdrola Australia.

### Revocation of acceptance

- (k) Once you have accepted the Offer, you will be able to revoke your acceptance at any time while the FIRB Condition remains unfulfilled. Once the FIRB Condition has been fulfilled or waived (in accordance with FATA), you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you and you will be unable to withdraw your Infigen Stapled Securities from the Offer or otherwise dispose of your Infigen Stapled Securities, except as follows:
  - (i) if a Condition, as set out in Section 9.7, is not fulfilled or waived by the time specified in Section 9.5(l), then the Offer will automatically terminate and your Infigen Stapled Securities will be returned to you; or
  - (ii) if the Offer is varied in a way that postpones for more than one month the time when Iberdrola Australia must meet its obligations under the Offer and, at the time, the Offer is subject to one or more of the Conditions, you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.
- (l) The relevant time for the purposes of Section 9.5(k)(i) are:
  - (i) in relation to the Condition in Section 9.7(f) (but only in respect of the events listed the definition of Prescribed Occurrence which are the same as the events set out in section 652C(1) or (2) of the Corporations Act) – three Business Days after the end of the Offer Period; and
  - (ii) in relation to all other Conditions – the end of the Offer Period.

### Powers of attorney

- (m) If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Section 9.5 and paragraphs 9.6(d) and 9.6(g).



## 9.6 Your agreement

By signing and returning the Acceptance Form or otherwise accepting the Offer in accordance with Section 9.3:

- (a) you accept the Offer (and any variation of it) in respect of all your Infigen Stapled Securities (even if the number of Infigen Stapled Securities specified on the Acceptance Form differs from the number of your Infigen Stapled Securities) and agree to the terms and conditions of the Offer;
- (b) subject to all of the Conditions being fulfilled or waived, you transfer, and consent to the transfer in accordance with the ASX Settlement Operating Rules of, all of your Infigen Stapled Securities in accordance with the Offer and subject to the terms of the constitutions of IET and IEL, respectively, on which they were held immediately before your acceptance of the Offer (and Iberdrola Australia agrees to take those Infigen Stapled Securities subject to those conditions);
- (c) you represent and warrant to Iberdrola Australia as a fundamental condition going to the root of the contract resulting from your acceptance that, at the time of your acceptance of the Offer and at the time the transfer of your Infigen Stapled Securities to Iberdrola Australia is registered:
  - (i) all of your Infigen Stapled Securities are and will be fully paid up;
  - (ii) you have full power and capacity to accept the Offer and to sell and transfer the legal and beneficial ownership of your Infigen Stapled Securities to Iberdrola Australia; and
  - (iii) Iberdrola Australia will acquire good title to your Infigen Stapled Securities and beneficial ownership of those securities free from all Encumbrances and free from restrictions on transfer of any nature (whether legal or otherwise);
- (d) if and when the contract resulting from your acceptance of the Offer becomes unconditional (even though Iberdrola Australia has not yet paid or provided the consideration due to you), you irrevocably appoint Iberdrola Australia and each director of, and any nominee of, Iberdrola Australia severally as your attorney to exercise all powers and rights that you have as the registered holder of your Infigen Stapled Securities, including:
  - (i) attending any meeting of IEL, IERL or IET, and voting in respect of your Infigen Stapled Securities, proposing or seconding any motion, and demanding a poll for any vote at, any such meeting;
  - (ii) requisitioning the convening of any general meeting of IEL, IERL and IET, and convening a general meeting pursuant to any such requisition; and
  - (iii) executing any and all forms, notices, instruments, documents (including any proxy appointment) relating to your Infigen Stapled Securities,and such appointment will terminate on the earlier of the withdrawal of your acceptance of the Offer in accordance with its terms and the end of the Offer Period, or if all Conditions of the Offer have been fulfilled or waived, the registration of Iberdrola Australia as the holder of your Infigen Stapled Securities.
- (e) you agree that, in exercising the powers and rights conferred by the power of attorney in Section 9.6(d) of this Bidder's Statement, each attorney is entitled to act in the interests of Iberdrola Australia as the intended registered holder and beneficial owner of your Infigen Stapled Securities;
- (f) except as contemplated by Section 9.6(d) and while the appointment in that Section continues, you agree not to attend or vote in person or by proxy, attorney or corporate representative at any meeting of IEL, IERL or IET, or to exercise, or to purport to exercise (in person, by proxy, attorney or corporate representative or otherwise) any of the powers conferred by the power of attorney in Section 9.6(d);
- (g) if and when the contract resulting from your acceptance of this Offer becomes unconditional (even though Iberdrola Australia has not yet paid or provided the consideration due to you), you irrevocably authorise Iberdrola Australia and its nominees to do all things necessary to transfer your Infigen Stapled Securities to Iberdrola Australia (including to cause a message to be transmitted in accordance with rule 14.17 of the ASX Settlement Operating Rules so as to transfer your Infigen Stapled Securities, if held in a CHESS Holding, to Iberdrola Australia's Takeover Transferee Holding and to enter those of your Infigen Stapled Securities which are in an Issuer Sponsored Holding into Iberdrola Australia's name);
- (h) you agree to do all such acts, matters and things that Iberdrola Australia may require to give effect to the matters the subject of this Section 9.6 (including the execution of a written form of proxy to the same effect as this Section 9.6 which complies in all respects with the requirements of the constitutions of IET and IEL, respectively) if requested by Iberdrola Australia;

## 9. THE OFFER TERMS (continued)

- (i) you agree to indemnify Iberdrola Australia and each of its agents in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or Securityholder Reference Number (as applicable) or in consequence of the transfer of your Infigen Stapled Securities to Iberdrola Australia being registered by Infigen without production of your Holder Identification Number or Securityholder Reference Number (as applicable);
- (j) you irrevocably authorise Iberdrola Australia to notify Infigen on your behalf that your place of address for serving notices upon you in respect of your Infigen Stapled Securities is the address specified by Iberdrola Australia in the Iberdrola Australia notification;
- (k) you irrevocably authorise and direct Infigen (on receipt of a written request from Iberdrola Australia) to pay to Iberdrola Australia, or to account to Iberdrola Australia, for all Rights in respect of your Infigen Stapled Securities (except to the extent Iberdrola Australia elects to waive its entitlement to those Rights). This is subject to any such Rights received by Iberdrola Australia being accounted for by Iberdrola Australia to you, in the event that this Offer is withdrawn or avoided;
- (l) except where Rights have been paid or accounted for under Section 9.6(k), or Iberdrola Australia has waived its entitlement as permitted by Section 9.9(e), you irrevocably authorise Iberdrola Australia to deduct from the consideration payable in respect of your Infigen Stapled Securities, the value of any Rights paid to you in respect of your Infigen Stapled Securities which, where the Rights take a non-cash form, will be the value of those Rights as reasonably assessed by Iberdrola Australia; and
- (m) you represent and warrant to Iberdrola Australia that, unless you have notified it in accordance with Section 9.10(c), your Infigen Stapled Securities do not consist of separate parcels of Infigen Stapled Securities.

The representations, warranties, authorities and indemnity referred to in this Section 9.6 will (unless otherwise stated) remain in force after you receive the Offer consideration for your Infigen Stapled Securities and after Iberdrola Australia becomes the registered holder of those securities.

### 9.7 Conditions

Subject to Section 9.8, completion of the Offer and the contract resulting from acceptance of this Offer are subject to the fulfilment of the following Conditions:

#### (a) Minimum Acceptance Condition

At the end of the Offer Period, Iberdrola Australia has a Relevant Interest in more than 50% of all Infigen Stapled Securities (on a fully diluted basis).

#### (b) FIRB Condition

Prior to the end of the Offer Period, either:

- (i) The Treasurer (or the Treasurer's delegate) has provided a written no objection notification under the FATA in respect of the proposed acquisition of Infigen Stapled Securities under the Offer either without conditions or subject only to Standard Tax Conditions; or
- (ii) following notice of the proposed acquisition of Infigen Stapled Securities under the Offer having been given by Iberdrola Australia to the Treasurer under the FATA, the Treasurer has ceased to be empowered to make any order under Part 3 of the FATA because the applicable time limit on making orders and decisions has expired.

**(c) No Regulatory Impediment**

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

- (i) there is not in effect any preliminary or final decisions, order or decree issued by a Regulatory Authority;
- (ii) no action or investigation is announced, commenced or threatened by any Regulatory Authority; and
- (iii) no application is made to any Regulatory Authority (other than by Iberdrola Australia or any Associate of Iberdrola Australia), in consequence of or otherwise relating to the Offer (other than an application or determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act or if the regulatory action results from action or inaction of Iberdrola Australia or its Associates) which is likely to or purports or threatens to:
  - (iv) restrain, prohibit or impede, or otherwise materially adversely impact on (or which if granted or made could restrain, prohibit, impede or otherwise materially adversely impact on):
    - (A) the making of the Offer or the Takeover Bid or the completion of any transaction contemplated by the Offer or the Takeover Bid; or
    - (B) the rights of Iberdrola Australia in respect of Infigen or the Infigen Stapled Securities to be acquired under the Offer or the Takeover Bid;
- (v) require the variation of the terms of the Offer; or
- (vi) require or approve the divestiture of any Infigen Stapled Securities by Iberdrola Australia or the divestiture of any assets of any Infigen Group Member or Iberdrola Australia or its Related Bodies Corporate.

**(d) No Material Adverse Change**

Between the Announcement Date and the end of the Offer Period (each inclusive) there not having occurred, or been announced or become known to Iberdrola Australia or Infigen (whether or not becoming public) a Material Adverse Change.

**(e) No Specified Events**

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

- (i) IERL ceases to be the trustee or responsible entity of IET;
- (ii) a meeting is convened to consider a resolution for the removal, retirement or replacement of IERL as trustee or responsible entity of IET;
- (iii) an application is made to any court for the appointment of a temporary responsible entity of IET in accordance with the Corporations Act;
- (iv) Infigen (or its Representatives) do or fail to do anything that could restrict IERL's right of indemnity from Trust Property in respect of the obligations incurred by IERL;
- (v) Infigen (or its Representatives) effects or facilitates the termination of the IET;
- (vi) Infigen (or its Representatives) effect or facilitate the resettlement of Trust Property; or
- (vii) any Infigen Group Member or any employee of an Infigen Group Member fails to renew or ceases to hold, or materially breaches any of the Regulatory Approvals required for any Infigen Group Member to conduct business in the ordinary course.

**(f) No Prescribed Occurrences**

Between the date of this Bidder's Statement and the end of the Offer Period (each inclusive), there is no Prescribed Occurrence other than the issue of Infigen Stapled Securities on the vesting of Performance Rights.

**(g) No untrue statements to ASX**

Between the Announcement Date and the end of the Offer Period (each inclusive), there not having occurred or been announced or become known to Iberdrola Australia or Infigen that information announced by Infigen to ASX in the twelve months prior to the Announcement Date is incorrect, untrue or misleading in a respect that would be material the value of the Infigen Stapled Securities.

## 9. THE OFFER TERMS (continued)

### 9.8 Nature and operation of Conditions

- (a) The FIRB Condition is a condition precedent to the acquisition by Iberdrola Australia of any interest in Infigen Stapled Securities of any kind, which could cause a breach of the requirements of the FATA. Notwithstanding your acceptance of the Offer, unless and until the FIRB Condition is fulfilled:
- (i) no contract for sale of your Infigen Stapled Securities will come into force or be binding on you or Iberdrola Australia;
  - (ii) Iberdrola Australia will not have rights (conditional or otherwise) in relation to your Infigen Stapled Securities;
  - (iii) if your Infigen Stapled Securities are held in a CHESS Holding, you will be entitled to withdraw your acceptance in respect of those Infigen Stapled Securities by having your Controlling Participant transmit a valid originating message to ASX Settlement specifying the Infigen Stapled Securities to be released from the sub position, in accordance with rule 14.16 of the ASX Settlement Operating Rules, at any time prior to the fulfilment of the FIRB Condition;
  - (iv) if your Infigen Stapled Securities are not held in a CHESS Holding, you will be entitled to withdraw your acceptance in respect of those Infigen Stapled Securities by sending notice to that effect signed by you (or on your behalf, in which case documentation proving that the person, or persons signing the notice are authorised to do so must accompany the notice) to the address specified in the Acceptance Form, so that it is received at the relevant address at any time prior to the fulfilment of the FIRB Condition.
- (b) Each of the Conditions contained in Section 9.7 other than the FIRB Condition, are conditions subsequent to the formation of a binding contract upon your acceptance of this Offer. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, or in the case of the Condition in Section 9.7(f), until the end of the third Business Day after the end of the Offer Period, prevent a contract to sell your Infigen Stapled Securities from arising, but entitles Iberdrola Australia by written notice to you, to rescind the contract that results from your acceptance of the Offer.
- (c) Each paragraph and sub-paragraph of Section 9.7 constitutes, and is to be construed as, a separate, several and distinct Condition. No Condition will be taken to limit the meaning or effect of any other Condition.
- (d) Subject to the Corporations Act, each Condition operates only for the benefit of Iberdrola Australia and any breach or non-fulfilment of such Condition may be relied upon only by Iberdrola Australia which may waive (generally or in respect of a particular event) the breach or non-fulfilment of that condition.
- (e) Subject to the Corporations Act, Iberdrola Australia may free this Offer and any contract resulting from your acceptance of this Offer from all or any of the Conditions generally or in relation to a specific occurrence by giving written notice to Infigen and to ASX:
- (i) in the case of the Condition in Section 9.7(f) of this Bidder's Statement, not later than 3 Business Days after the end of the Offer Period; and
  - (ii) in the case of all other Conditions, not less than 7 Business Days before the last day of the Offer Period.
- (f) The date for giving the notice on the status of the Conditions as required by section 630(1) of the Corporations Act is 23 July 2020 (subject to extension in accordance with the Corporations Act if the Offer Period is extended).
- (g) Your acceptance of this Offer, and any contract resulting from your acceptance of this Offer, will be automatically void if:
- (i) at the end of the Offer Period (or, if in the case of the Condition in Section 9.7(f), at the end of the third Business Day after the end of the Offer Period), any of the Conditions is not fulfilled; and
  - (ii) Iberdrola Australia has not declared this Offer and any contract resulting from your acceptance of it free from that Condition in accordance with Section 9.8(e).

### 9.9 Payment of consideration

#### When will Iberdrola Australia pay you?

- (a) Subject to this Section 9.9 and the Corporations Act, if you accept this Offer and all of the Conditions are fulfilled or waived, Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities under this Offer on or before the earlier of:
- (i) one month after the Offer is accepted or, if the Offer is subject to a Condition when you accept the Offer, one month after the Offer becomes or is declared unconditional; and
  - (ii) 21 days after the end of the Offer Period.

### **Payment where additional documents required**

- (b) Where additional documents are required, either by the Acceptance Form or otherwise, to be given to Iberdrola Australia with your acceptance to enable Iberdrola Australia to become the holder of your Infigen Stapled Securities (such as a power of attorney) then, subject to Sections 9.9(c) to 9.9(g) and the Corporations Act:
- (i) if those documents are given to Iberdrola Australia with your acceptance, Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities in accordance with Section 9.9(a);
  - (ii) if those documents are given to Iberdrola Australia after your acceptance and before the end of the Offer Period, while the Offer is subject to a Condition, Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities on or before the earlier of:
    - (A) one month after any contract resulting from your acceptance of the Offer becomes unconditional; and
    - (B) 21 days after the end of the Offer Period;
  - (iii) if those documents are given to Iberdrola Australia after your acceptance and before the end of the Offer Period, while the Offer is no longer subject to a Condition, Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities on or before the earlier of:
    - (A) one month after Iberdrola Australia is given those documents; and
    - (B) 21 days after the end of the Offer Period; or
  - (iv) if those documents are given to Iberdrola Australia after the end of the Offer Period, Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities within 21 days after those documents are given. However, if at the time those documents are given to Iberdrola Australia, the contract resulting from your acceptance of this Offer is still subject to the Condition in Section 9.7(f) (but only in respect of the events listed in the definition of Prescribed Occurrence which are the same as the events set out in section 652C(1) or (2) of the Corporations Act), Iberdrola Australia will pay you the consideration for your Infigen Stapled Securities within 21 days after the contract becomes unconditional.

### **Delivery of consideration**

- (c) Payment of any cash amount to which you are entitled under the Offer will be made by cheque drawn in Australian currency in your favour. The cheque will be sent to you, at your risk, by ordinary mail (or, in the case of Infigen Securityholders with addresses outside Australia, by airmail) to your address shown on the Acceptance Form or the address for you last notified to Iberdrola Australia by Infigen. Payment will be deemed to have been made at the time the cheque is delivered to Australia Post for delivery or placed in an Australia Post postal box.

### **Return of documents**

- (d) If this Offer does not become unconditional or any contract arising from this Offer is rescinded by Iberdrola Australia on the grounds of a breach of a condition of that contract, Iberdrola Australia will, at its election, either return by post to you at the address shown on the Acceptance Form any Acceptance Form and any other documents sent with it by you, or destroy those documents and notify the ASX of this.

### **Rights**

- (e) If Iberdrola Australia becomes entitled to any Rights as a result of your acceptance of this Offer, it may require you to give to Iberdrola Australia all documents necessary to vest title to those Rights in Iberdrola Australia, or otherwise to give Iberdrola Australia the benefit or value of those Rights. If you do not do so, or if you have received or are entitled to receive (or any previous holder of your Infigen Stapled Securities has received or is entitled to receive) the benefit of those Rights, Iberdrola Australia may deduct the amount (or an amount equal to the value as reasonably assessed by Iberdrola Australia) of those Rights from any consideration otherwise payable to you under the Offer. If Iberdrola Australia does not, or cannot, make such a deduction, you must pay that amount to Iberdrola Australia, except to the extent Iberdrola Australia elects to waive its entitlement to those Rights.

## 9. THE OFFER TERMS (continued)

### Non-Australian residents and sanctioned parties

- (f) If, at the time you accept this Offer, any authority or clearance of a Regulatory Authority is required for you to receive any consideration under this Offer or you are a resident of a place to which, or you are a person to whom any law (including any regulations) of Australia would make it unlawful for Iberdrola Australia to provide consideration for your Infigen Stapled Securities (e.g. *The Autonomous Sanctions Regulations 2011* (Cth); *The Banking (Foreign Exchange) Regulations 1959* (Cth) and Part 4 of the *Charter of the United Nations Act 1945* (Cth) and any regulations under that Act), then acceptance of this Offer will not create or transfer to you any right (contractual or contingent) to receive the consideration specified in the Offer unless and until all requisite authorities or clearances have been received by Iberdrola Australia.

### Withholding of consideration by Iberdrola Australia

- (g) If Iberdrola Australia considers, acting reasonably, that any withholding, deduction or other amount (**Withholding Amount**) is, or is reasonably likely to be, required, under any Australian law or by any Regulatory Authority, to be:
- (i) withheld from any consideration otherwise payable to you under the Offer and paid to a Regulatory Authority (including under Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth)); or
  - (ii) retained by Iberdrola Australia out of any consideration otherwise payable to you under the Offer,
- Iberdrola Australia will be entitled to withhold or retain the Withholding Amount from the consideration payable to you.
- (h) The withholding or retention by Iberdrola Australia of the Withholding Amount (as applicable) will constitute full discharge of Iberdrola Australia's obligation to pay the consideration to you to the extent of the Withholding Amount.
- (i) If requested in writing, Iberdrola Australia will provide you with a copy of the receipt or other written notice evidencing payment of the Withholding Amount by Iberdrola Australia to the relevant Regulatory Authority.

### 9.10 Offerees

#### Registered holders

- (a) Iberdrola Australia is making an offer in the form of this Offer to:
- (i) each person registered as the holder of Infigen Stapled Securities in the register of members of Infigen as at the Record Date;
  - (ii) each person who during the Offer Period becomes registered, or entitled to be registered in the register of members of Infigen as the holder of any Infigen Stapled Securities on issue as at the Record Date; and
  - (iii) each person who becomes registered, or entitled to be registered, during the Offer Period, as the holder of Infigen Stapled Securities issued during the period from the Record Date to the end of the Offer Period as a result of the vesting of any Performance Rights on issue at the Record Date.

#### Transferees

- (b) If at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of some or all of your Infigen Stapled Securities then the Offer will be taken to have been withdrawn at that time and new offers on the same terms and conditions as the Offer will be taken to have been made to:
- (i) that other person in respect of those Infigen Stapled Securities; and
  - (ii) you in respect of the balance of your Infigen Stapled Securities, if any.

#### Trustees and nominees

- (c) If at any time during the Offer Period you are registered or entitled to be registered as the holder of one or more parcels of Infigen Stapled Securities as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct offer on the same terms and conditions as this Offer had been made in relation to each of those distinct parcels and any distinct parcel you hold in your own right. To validly accept the Offer for each parcel, you must comply with the procedure in section 653B(3) of the Corporations Act. If, for the purpose of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia) to request those additional copies.



### 9.11 Variation and withdrawal of Offer

#### Variation

(a) Iberdrola Australia may vary this Offer in accordance with the Corporations Act.

#### Withdrawal

(b) This Offer may be withdrawn with the written consent of ASIC, which consent may be subject to conditions. If so, Iberdrola Australia will give notice of the withdrawal to ASX and to Infigen and will comply with any other conditions imposed by ASIC.

### 9.12 Additional copies of Offer documents

If, for the purpose of accepting the Offer, you require additional copies of this Bidder's Statement and the Acceptance Form, please call the Iberdrola Australia Offer Information Line on 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia) to request those additional copies.

### 9.13 Costs and stamp duty

- (a) Iberdrola Australia will pay all costs and expenses of the preparation and circulation of this Offer and any Australian stamp duty payable on the transfer of any Infigen Stapled Securities to Iberdrola Australia under this Offer.
- (b) If you hold your Infigen Stapled Securities through an Issuer Sponsored Holding in your name and you deliver them directly to Iberdrola Australia, you will not incur any brokerage fees in connection with your acceptance of this Offer.
- (c) If you hold your Infigen Stapled Securities through a CHESS Holding or you hold your Infigen Stapled Securities through a bank, custodian or other nominee, you should ask your Controlling Participant (usually, your Broker) or the bank, custodian or other nominee whether it will charge any transaction fees or service charges in connection with your acceptance of this Offer.

### 9.14 Notices

Any notice to be given by Iberdrola Australia to you in connection with this Offer may be given to you by leaving it at or sending it by pre-paid ordinary mail, or in the case of any address outside Australia, by pre-paid airmail to you at your address as recorded in the register of members of Infigen on the Record Date or the address shown in the Acceptance Form or the address for you last notified to Iberdrola Australia by Infigen.

### 9.15 Governing law and jurisdiction

This Offer and any contract resulting from your acceptance of this Offer are governed by the laws of New South Wales, Australia. In relation to them and related non-contractual matters, each party submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue or any ground.



## 10. DEFINITIONS AND INTERPRETATION

### 10.1 Definitions

The following definitions apply in interpreting this Bidder's Statement and the Acceptance Form, except where the context makes it clear that a definition is not intended to apply:

| Term                                       | Meaning   |
|--|---|
| <b>ACCC</b>                                | means the Australian Competition and Consumer Commission.   |
| <b>Acceptance Form</b>                     | means the form of acceptance that accompanies the Offer or, as the context permits, any additional, replacement, substitute or other acceptance form provided by or on behalf of Iberdrola Australia in respect of the Offer.   |
| <b>Announcement Date</b>                   | means 17 June 2020, being the date of announcement of the Offer.  |
| <b>ASIC</b>                                | means the Australian Securities and Investments Commission.   |
| <b>Associate</b>                           | has the meaning given in section 12 of the Corporations Act.  |
| <b>ASX</b>                                 | means ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market operated by it.  |
| <b>ASX Listing Rules</b>                   | means the official listing rules of ASX.  |
| <b>ASX Settlement</b>                      | means ASX Settlement Pty Ltd ACN 008 504 532.   |
| <b>ASX Settlement Operating Rules</b>      | means the ASX Settlement Operating Rules made by ASX Settlement.  |
| <b>ATO</b>                                 | means the Australian Taxation Office.   |
| <b>Bid Implementation Agreement or BIA</b> | means the agreement entered into by Iberdrola Australia and Infigen in respect of the Offer dated and announced to the ASX on 17 June 2020.   |
| <b>Bidder's Statement</b>                  | means this document, being the statement of Iberdrola Australia in relation to the Takeover Bid under Part 6.5 of the Corporations Act.   |
| <b>Broker</b>                              | means a person who is a security broker and a Participant.  |
| <b>Business Day</b>                        | means a day other than Saturday or Sunday, a public or a bank holiday in the place concerned.   |
| <b>CHESS</b>                               | means the Clearing House Electronic Subregister System operated by ASX Settlement, which provides for the electronic transfer, settlement and registration of securities.   |
| <b>CHESS Holding</b>                       | means a number of Infigen Stapled Securities which are registered on the Infigen security register administered by ASX Settlement Pty Limited which records uncertified holdings of Infigen Stapled Securities.   |
| <b>CHESS Subregister</b>                   | has the meaning given in the ASX Settlement Operating Rules.  |
| <b>Competing Proposal</b>                  | <p>means any proposal, agreement, transaction or arrangement by or with any person pursuant to which, if entered into or completed, would result in a Third Party (either alone or together with any Associate):</p> <ul style="list-style-type: none"> <li>(a) directly or indirectly acquiring a Relevant Interest in, or having a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the Infigen Stapled Securities;</li> <li>(b) acquiring Control of Infigen; or</li> <li>(c) otherwise directly or indirectly: <ul style="list-style-type: none"> <li>(i) acquiring or merging with Infigen, or having the right to so acquire or merge with Infigen; or</li> <li>(ii) acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of the business or assets of Infigen,</li> </ul> </li> </ul> <p>in each case whether by way of takeover bid, scheme of arrangement, securityholder-approved acquisition or resolution, de-stapling, reverse takeover bid, capital reduction, capital raising, security buy-back, sale or purchase of assets, joint venture, dual listed company and/or trust structure, synthetic merger or other transaction or arrangement.</p> |
| <b>Conditions</b>                          | means the conditions set out in Section 9.7, each of which being a <b>Condition</b> .   |
| <b>Control</b>                             | has the meaning giving in section 50AA of the Corporations Act.   |
| <b>Controlling Participant</b>             | in relation to a CHESS Holding has the meaning given in the ASX Settlement Operating Rules.   |
| <b>Corporations Act</b>                    | means the <i>Corporations Act 2001</i> (Cth) as modified by any relevant exemption or declaration by ASIC.  |

| Term   | Meaning   |
|--|---|
| <b>Disclosure Materials</b>                        | means:<br>(a) the documents and information contained in the data room made available by Infigen to Iberdrola Australia, the index of which has been initialled for identification by, or on behalf of Infigen and Iberdrola Australia, on or before the date of the BIA; and<br>(b) written responses from Infigen to Iberdrola Australia to requests for further information made by Iberdrola Australia, a copy of which has been initialled for identification by, or on behalf of, Infigen and Iberdrola Australia, on or before the date of the BIA.  |
| <b>EBITDA</b>                                      | means the consolidated earnings of Infigen Group, before interest, abnormals, taxes, depreciation and amortisation, calculated in accordance with the accounting policies or practices applied by Infigen as at the Announcement Date.  |
| <b>Encumbrance</b>                                 | means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person whether registered or unregistered, including any Security Interest.   |
| <b>ESG</b>   | means environment, social and governance.   |
| <b>Fairly Disclosed</b>                            | means disclosed by the relevant party in good faith and in sufficient detail so as to enable a reasonable and sophisticated party experienced in transactions similar to the Takeover Bid and experienced in a business similar to any business conducted by Infigen Group, to identify the nature and scope of the relevant fact, matter, event or circumstance.   |
| <b>Fast Start Firming Assets or Firming Assets</b> | means the Smithfield Open Cycle Gas Turbine located in New South Wales, the Lake Bonney Battery Energy Storage System located in South Australia each owned by an Infigen Group Member, and the South Australian Gas Turbines located in South Australia to be leased by an Infigen Group Member, each a <b>Fast Start Firming Asset</b> or <b>Firming Asset</b> .  |
| <b>FATA</b>  | means the <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth).   |
| <b>FIRB</b>  | means the Foreign Investment Review Board or the Treasurer, as the context requires.  |
| <b>FIRB Approval</b>                               | means:<br>(a) the Treasurer (or the Treasurer's delegate) providing a written no objection notification under the FATA in respect of the proposed acquisition of Infigen Stapled Securities under the Offer either without conditions or subject only to Standard Tax Conditions; or<br>(b) following notice of the proposed acquisition of Infigen Stapled Securities under the Offer having been given by Iberdrola Australia to the Treasurer under the FATA, the Treasurer having ceased to be empowered to make any order under Part 3 of the FATA because the applicable time limit on making orders and decisions has expired. |
| <b>FIRB Condition</b>                              | means the Condition in Section 9.7(b).  |
| <b>Foreign Law</b>                                 | means a law of a jurisdiction other than an Australian jurisdiction.  |
| <b>GST</b>   | has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).   |
| <b>Holder Identification Number</b>                | means the number used to identify a Infigen Securityholder on the CHESS Subregister of Infigen.   |
| <b>Iberdrola</b>                                   | means Iberdrola, S.A.   |
| <b>Iberdrola Australia</b>                         | means Iberdrola Renewables Australia Pty Limited (ACN 628 620 815) or Related Body Corporate of Iberdrola Renewables Australia Pty Limited, as the context requires.  |
| <b>Iberdrola Australia Offer Information Line</b>  | means the information line set up for the purpose of answering queries from Infigen Securityholders in relation to the Offer, being 1800 830 977 (for callers within Australia) or +61 1800 830 977 (for callers outside Australia).  |
| <b>Iberdrola Group</b>                             | means Iberdrola and its Related Bodies Corporates and <b>Iberdrola Group Member</b> means any one of them.  |
| <b>IEL</b>   | means Infigen Energy Limited (ABN 39 105 051 616).  |
| <b>IERL</b>  | means Infigen Energy RE Limited (ACN 113 813 997) (AFSL 290 710) as the responsible entity of IET.  |
| <b>IET</b>   | means Infigen Energy Trust (ARSN 116 244 118).  |
| <b>Infigen</b>                                     | means IEL and IET, or IEL and IERL as responsible entity for IET, as the context requires.  |
| <b>Infigen Board</b>                               | means the board of directors of IEL and IERL.   |

## 10. DEFINITIONS AND INTERPRETATION (continued)

| Term                                | Meaning   |
|-------------------------------------|---|
| <b>Infigen Directors</b>            | means the directors on the Infigen Board, and <b>Infigen Director</b> and <b>Infigen Board Member</b> means any of the Infigen Directors.   |
| <b>Infigen Energy Equity Plan</b>   | means the Infigen Energy Equity Plan approved by Infigen Stapled Securityholders on 29 April 2009, as amended with approval of Infigen Stapled Securityholders on 11 November 2011.   |
| <b>Infigen Group</b>                | means IET, IEL and its Subsidiaries (including IERL acting in its capacity as responsible entity of IET) and <b>Infigen Group Member</b> means any one of them.   |
| <b>Infigen Securityholder</b>       | means a person who is registered or beneficial the holder of Infigen Stapled Securities.  |
| <b>Infigen Stapled Security</b>     | means a fully paid stapled security in Infigen, each stapled security comprising one fully paid ordinary share in IEL and one fully paid ordinary unit in IET, which have been stapled together under the Infigen Stapling Deed such that they may only be transferred together.  |
| <b>Infigen Stapling Deed</b>        | means the Infigen Energy Stapling Deed, dated 16 September 2005, as amended by Supplemental Deed, dated 28 October 2009, Variation Deed, dated 10 October 2018 and Variation Deed executed on 16 November 2018 following approval of the Stapling Restructure Proposal by Infigen Securityholders, with such amendments being effective on 22 November 2018.  |
| <b>Issuer Sponsored Holding</b>     | means a holding of Infigen Stapled Securities on Issuer Sponsored Subregister of Infigen.   |
| <b>Issuer Sponsored Subregister</b> | has the meaning given in the ASX Settlement Operating Rules.  |
| <b>Last Trading Date</b>            | means 23 June 2020, being the last trading date prior to the date of this Bidder's Statement.   |
| <b>LGC</b>                          | means large-scale generation certificate, as defined in the <i>Renewable Energy (Electricity) Act 2000</i> (Cth).   |
| <b>Material Adverse Change</b>      | <p>means an event, matter or circumstance that occurs after the Announcement Date, or which occurs before the Announcement Date but is only announced or becomes known (in each case whether or not it becomes public) to Iberdrola Australia or Infigen after the Announcement Date, which has or could reasonably be expected to have individually or when aggregated with all such events matters or circumstances the effect of:</p> <ul style="list-style-type: none"> <li>(a) diminishing the consolidated net assets of Infigen Group by 15% or more (as compared to Infigen Group's most recent audited financial statements as at the date of the BIA);</li> <li>(b) reducing the EBITDA of Infigen Group for the financial year ending 30 June 2020 by 15% or more as compared against the EBITDA of Infigen Group in the financial year ended 30 June 2019; or</li> <li>(c) reducing the EBITDA of Infigen Group for the financial year ending 30 June 2021 or 30 June 2022 by 20% or more as compared to what it could reasonably be expected to have been but for the occurrence of the event, matter or circumstance,</li> </ul> <p>in each case other than an event, matter or circumstance:</p> <ul style="list-style-type: none"> <li>(d) required or expressly contemplated by the BIA or the Takeover Bid;</li> <li>(e) Fairly Disclosed in the Disclosure Materials;</li> <li>(f) Fairly Disclosed by Infigen in an announcement made by Infigen to ASX prior to the Announcement Date;</li> <li>(g) agreed to in writing by Iberdrola Australia;</li> <li>(h) being damage to or the destruction of any of the Wind Farms or Fast Start Firming Assets of Infigen Group, where insurance is reasonably expected to respond and reinstatement will be undertaken;</li> <li>(i) being an action of the market operator or of a network service provider which constrains the export of electricity from (and production of LGCs by) any of the Wind Farms or Fast Start Firming Assets for a period less than 30 days in order to allow network remediation work to occur; or</li> <li>(j) resulting from changes: <ul style="list-style-type: none"> <li>(i) in industry, regulatory, political, market or economic conditions;</li> <li>(ii) law or applicable government policy;</li> <li>(iii) generally accepted accounting principles or their interpretation,</li> </ul> affecting Australian businesses or Australian energy market participants generally.</li> </ul> |
| <b>Minimum Acceptance Condition</b> | means the Condition set out in Section 9.7(a).  |
| <b>No Prescribed Occurrence</b>     | means the Condition set out in Section 9.7(f).  |
| <b>No Regulatory Impediment</b>     | means the Condition set out in Section 9.7(c).  |

| Term                              | Meaning   |
|-----------------------------------|---|
| <b>No Specified Event</b>         | means the Condition set out in Section 9.7(e).  |
| <b>Offer</b>                      | means the offer to Infigen Securityholders to acquire the Infigen Stapled Securities pursuant to the Takeover Bid.  |
| <b>Offer Date</b>                 | means 29 June 2020.   |
| <b>Offer Period</b>               | means the period during which the Offer will remain open for acceptance in accordance with Section 9.2.   |
| <b>Offer Price</b>                | means the consideration offered for each Infigen Stapled Security pursuant to the terms of the Offer.   |
| <b>Participant</b>                | means an entity admitted to participate in CHESS under Rules 4.3.1 and 4.4.1 of the ASX Settlement Operating Rules.   |
| <b>Performance Rights</b>         | means performance rights issued by IEL, as described in Section 4.1 of this Bidder's Statement.   |
| <b>Pre-Bid Purchase Agreement</b> | means the Pre-Bid Purchase Agreement entered into between Iberdrola Australia and the TCI Funds, dated 17 June 2020 (which is summarised in Section 8.2).   |
| <b>Prescribed Occurrence</b>      | <p>means any of the following events happens:</p> <ul style="list-style-type: none"> <li>(a) Infigen converts all or any of the Infigen Stapled Securities into a larger or smaller number of securities;</li> <li>(b) an Infigen Group Member resolves to reduce its capital in any way, other than a reduction of capital which is only in favour of IEL or a wholly owned Subsidiary of IEL;</li> <li>(c) an Infigen Group Member: <ul style="list-style-type: none"> <li>(i) enters into a buy-back agreement; or</li> <li>(ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act,</li> </ul> other than where the buy-back is with IEL or a wholly owned Subsidiary of IEL (only);</li> <li>(d) an Infigen Group Member issues shares or other securities (including interests in a trust) or grants an option over shares or other securities (including interests in a trust), or agrees to make such an issue or grant such an option, other than to IEL or a wholly owned Subsidiary of IEL;</li> <li>(e) an Infigen Group Member issues, or agrees to issue, convertible notes;</li> <li>(f) an Infigen Group Member disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property (other than to IEL or a wholly owned Subsidiary of IEL);</li> <li>(g) an Infigen Group Member grants, or agrees to grant, a security interest (as defined in section 51A of the Corporations Act) in the whole, or a substantial part, of its business or property;</li> <li>(h) an Infigen Group Member resolves to be wound up;</li> <li>(i) a liquidator or provisional liquidator of an Infigen Group Member is appointed;</li> <li>(j) a court makes an order for the winding up of an Infigen Group Member;</li> <li>(k) an administrator of an Infigen Group Member is appointed under section 436A, 436B or 436C of the Corporations Act;</li> <li>(l) an Infigen Group Member executes a deed of company arrangement; or</li> <li>(m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of an Infigen Group Member.</li> </ul> |
| <b>Record Date</b>                | means 7:00 pm (Sydney time) on 24 June 2020, being the date set by Iberdrola Australia under section 633(2) of the Corporations Act.  |
| <b>Register</b>                   | means the register of members of Infigen maintained by or on behalf of Infigen.   |
| <b>Registry</b>                   | means Link Market Services Limited.   |
| <b>Regulatory Authority</b>       | <p>includes:</p> <ul style="list-style-type: none"> <li>(a) government or governmental, semi-governmental, administrative, fiscal or judicial body;</li> <li>(b) a minister, department, office, commission, delegate, instrumentality, tribunal, agency, board, authority or organisation of or controlled by any government;</li> <li>(c) any regulatory organisation established under statute; and</li> <li>(d) in particular, FIRB, ASX, ASIC, ACCC or the ATO.</li> </ul>   |

## 10. DEFINITIONS AND INTERPRETATION (continued)

| Term                                   | Meaning  |
|--|--|
| <b>Regulatory Approval</b>             | means: <ul style="list-style-type: none"> <li>(a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Regulatory Authority; or</li> <li>(b) in relation to anything that would be fully or partly prohibited or restricted by law if a Regulatory Authority intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.</li> </ul>  |
| <b>Related Body Corporate</b>          | has the meaning given in section 50 of the Corporations Act.   |
| <b>Relevant Interest</b>               | has the meaning given in sections 608 and 609 of the Corporations Act.   |
| <b>Representative</b>                  | means: <ul style="list-style-type: none"> <li>(a) in relation to Infigen, an Infigen Group Member, any director, officer or employee of an Infigen Group Member, and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to an Infigen Group Member in connection with the Takeover Bid or a Competing Proposal; and</li> <li>(b) in relation to Iberdrola Australia, an Iberdrola Group Member, any director, officer or employee of an Iberdrola Group Member and any financier, financial adviser, accounting adviser, auditor, legal adviser, or technical or other expert adviser or consultant to an Iberdrola Group Member in connection with the Takeover Bid.</li> </ul>  |
| <b>Rights</b>                          | means all accretions, rights or benefits of whatever kind attaching to or arising from the Infigen Stapled Securities directly or indirectly after the Announcement Date (including, but not limited to, all dividends or other distributions and all rights to receive any dividends or other distributions, or to receive or subscribe for shares, notes, bonds, options or other securities or entitlements, declared, paid or made by Infigen or any of its Subsidiaries).   |
| <b>Security Interest</b>               | has the meaning given in section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).   |
| <b>Securityholder Reference Number</b> | means the number allocated by Infigen to identify an Infigen Securityholder on the Issuer Sponsored Subregister of Infigen.  |
| <b>Standard Tax Conditions</b>         | a condition included in the list of standard tax conditions set out in Part A of Attachment B of the Australian Foreign Investment Review Board's Guidance Note 47 'Tax Conditions' (in the form last updated on 13 August 2018).  |
| <b>Subsidiary</b>                      | has the meaning given in Division 6 of Part 1.2 of the Corporations Act.   |
| <b>Superior Proposal</b>               | means a publicly announced, bona fide Competing Proposal that the Infigen Board reasonably determines in good faith (after having received advice from its external legal advisors who are reputable and experienced in advising on this area and, if appropriate, financial advisors): <ul style="list-style-type: none"> <li>(a) is reasonably capable of being valued and completed in a timely manner, taking into account all aspects of the Competing Proposal and the person making it; including without limitation, having regard to legal, financial and regulatory matters and conditions precedent reasonably capable of being completed; and</li> <li>(b) may if completed substantially in accordance with its terms, be more favourable to Infigen Securityholders as a whole than the Takeover Bid, taking into account all the terms and conditions of the Competing Proposal.</li> </ul> |
| <b>Takeover Bid</b>                    | means an off market takeover bid pursuant to Chapter 6 of the Corporations Act under which Iberdrola Australia offers to acquire all Infigen Stapled Securities on terms no less favourable to Infigen Securityholders than the Offer terms (as set out in Section 9), extending subject to section 617 of the Corporations Act, to all Infigen Stapled Securities that are issued as a result of the vesting of any Performance Rights during the period from the Record Date to the end of the Offer Period.   |
| <b>Takeover Transferee Holding</b>     | has the meaning given in the ASX Settlement Operating Rules, being the CHESS Holding to which Infigen Stapled Securities are to be transferred pursuant to acceptances of the Offer.   |
| <b>Takeovers Panel</b>                 | means the body called the Takeovers Panel continuing in existence under section 261 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth) and given various powers under Part 6.10 of the Corporations Act.  |
| <b>Target's Statement</b>              | means the target statement to be prepared by Infigen in response to this Bidder's Statement.   |
| <b>TCI Funds</b>                       | CIFF Capital UK LP (registration: LP19223) and The Children's Investment Master Fund (registration: MC-130241).  |
| <b>Third Party</b>                     | means a party other than Infigen, Iberdrola Australia and any of their Associates.   |
| <b>TOFA Act</b>                        | means the <i>Tax Laws Amendment (Taxation of Financial Arrangements) Act 2009</i> .  |
| <b>Treasurer</b>                       | means the Treasurer of the Commonwealth of Australia.  |

| Term                                   | Meaning   |
|--|---|
| <b>Trust Property</b>                  | means all scheme property of the IET, including all of IERL's rights, property and undertaking which are the subject of the IET, or whatever kind and wherever situated and whether present or future.  |
| <b>UAC Energy</b>                      | means UAC Energy Holdings Pty Ltd (ACN 640 077 747) and UAC Energy SubCo Pty Ltd (ACN 640 564 736), AC Energy Australia Pte Ltd, AC Renewables International Pte Ltd, Presage Corporation, AC Energy Philippines, Inc., AC Energy, Inc. (the AC Energy Entities) Ayala Corporation Mermac, Inc. UPC Renewables Australia Pty Ltd (ACN 616 856 672), UPC Australia (HK) Ltd, UPC-AC Energy Australia (HK) Limited, and each of their Subsidiaries.   |
| <b>UAC Energy Offer</b>                | means UAC Energy's offer to Infigen Securityholders to acquire the Infigen Stapled Securities as announced by UAC Energy on the ASX on 3 June 2020.   |
| <b>UAC Takeover Announcement</b>       | means the announcement made by UAC Energy on the ASX in relation to the UAC Energy Offer on 3 June 2020.  |
| <b>VWAP</b>                            | means the volume weighted average price.  |
| <b>Wind Farms</b>                      | means the Alinta Wind Farm located in Western Australia, the Lake Bonney 1 Wind Farm located in South Australia, the Lake Bonney 2 Wind Farm located in South Australia, the Lake Bonney 3 Wind Farm located in South Australia, the Capital Wind Farm located in New South Wales, the Woodlawn Wind Farm located in New South Wales, the Bodangora Wind Farm located in New South Wales, the Kiata Wind Farm located in Victoria, the Toora Wind Farm located in Victoria, the Cherry Tree Wind Farm located in Victoria and the Collector Wind Farm located in New South Wales, each a <b>Wind Farm</b> . |
| <b>your Infigen Stapled Securities</b> | means, subject to Section 9.10 of this Bidder's Statement, the Infigen Stapled Securities:<br>(a) of which you are registered or entitled to be registered as the holder in the register of members of Infigen at the Record Date; or<br>(b) to which you are able to give good title at the time you accept this Offer during the Offer Period.  |

## 10.2 Interpretation

- (a) Words and phrases which are defined by the Corporations Act have the same meaning in this Bidder's Statement and the Acceptance Form and, if a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act, have that special meaning.
- (b) Headings are for convenience only and do not affect interpretation.
- (c) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (d) The following rules also apply in interpreting this Bidder's Statement and the Acceptance Form, except where the context makes it clear that a rule is not intended to apply:
- (i) a singular word includes the plural, and vice versa;
  - (ii) a word which suggests one gender includes the other genders;
  - (iii) if a word is defined, another part of speech has a corresponding meaning;
  - (iv) unless otherwise stated references in this Bidder's Statement to sections, paragraphs and sub-paragraphs are to sections, paragraphs and sub-paragraphs of this Bidder's Statement;
  - (v) a reference to a person, corporation, trust, partnership, unincorporated body or association or other entity includes any of them;
  - (vi) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
  - (vii) a reference to any legislation or to any provisions of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
  - (viii) a reference to any instrument or document includes any variation or replacement of it;
  - (ix) a reference to time is a reference to Sydney time;
  - (x) a reference to \$ is to the lawful currency in Australia unless otherwise stated;
  - (xi) appendices to this Bidder's Statement form part of it; and
  - (xii) a reference to you is to a person to whom the Offer under Section 9 is (or is deemed to be) made.

## 11. APPROVAL OF BIDDER'S STATEMENT

---

This Bidder's Statement has been approved by a resolution passed by the directors of Iberdrola Renewables Australia Pty Limited in accordance with section 637(1)(a)(i) of the Corporations Act.

**Dated:** 24 June 2020



**César Calvo Hernández**

**Director**

Iberdrola Renewables Australia Pty Limited



**Fernando Santamaría Mosquera**

**Director**

Iberdrola Renewables Australia Pty Limited



## ASX Release



Level 17, 56 Pitt St,  
Sydney NSW 2000  
Australia

T 02 8031 9900  
[infigenenergy.com](http://infigenenergy.com)

**Infigen Energy Ltd**  
ABN 39 105 051 616

**Infigen Energy Trust**  
ARSN 116 244 118

17 June 2020

### Announcement Made by Iberdrola

Refer attached announcement made by Iberdrola Renewables Australia Pty Ltd.

### Ends

This announcement was authorised by: Managing Director and Chief Executive Officer, Ross Rolfe AO.

For further information please contact:

**Peter Campbell**  
General Manager, Investor Relations  
[Peter.Campbell@InfigenEnergy.com](mailto:Peter.Campbell@InfigenEnergy.com)  
+61 403 936 030

### 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](http://www.infigenenergy.com)



[infigenenergy.com](http://infigenenergy.com) | 1



17 June 2020

## ANNOUNCEMENT NOTICE

*Iberdrola agrees a friendly takeover bid for Infigen Energy, strengthening its presence in Australia where it is already developing a 320MW hybrid wind and solar energy park*

### Iberdrola announces recommended cash takeover offer for Australian renewables entity Infigen

- Iberdrola's new step as a worldwide leader in clean energy through a highly compelling, unanimously recommended cash offer of A\$0.86 per Infigen stapled security
- Implementation agreement signed between Iberdrola Australia and Infigen
- The offer is supported by a Pre-Bid Agreement entered into with Infigen's largest shareholders, The Children's Investment Master Fund and Cliffe Capital UK LP ("TCI Funds")
- Infigen is a well-recognized supplier of clean energy in Australia with 670 MW of owned renewables and more than 1GW of pipeline, combined with 268 MW highly valued firming assets and additional 246MW of contracted renewables capacity
- Infigen's commercialization expertise, widely demonstrated with more than 75% of the sales from their operational assets being under long-term contracts, perfectly fits within Iberdrola group's strategy towards stable value creation

Iberdrola Renewables Australia Pty Ltd ("**Iberdrola Australia**"), a wholly owned indirect subsidiary of Iberdrola, S.A., is pleased to announce its intention to make a takeover bid for Infigen Energy Limited and Infigen Energy Trust ("**Infigen**"). A takeover bid implementation agreement has been entered into with Infigen Energy Limited and Infigen Energy RE Limited, under which Iberdrola Australia has agreed to make a recommended cash takeover offer of A\$0.86 per stapled security for all of the issued stapled securities of Infigen ("**Offer**").

The acquisition of Infigen is a unique opportunity for the Iberdrola group to consolidate its presence in the attractive Australian renewable energy market through a friendly transaction. Infigen will allow the Iberdrola group to add critical mass to its existing Australian platform which comprises the 320 MW Port Augusta Renewables Energy Park currently under construction in South Australia, through Infigen's portfolio of 670MW of wind generation assets, 268MW of firming assets, 246MW of additional renewable capacity through offtake PPAs and a strong development pipeline of projects as well as its widely diversified and high quality customer base.

This Offer is the result of a long, friendly relationship between the Iberdrola group and Infigen. Iberdrola Australia strongly believes Infigen provides an attractive platform for future growth and is consistent with Iberdrola group's strategy to become the largest renewable energy player in the world, reaching a total renewable installed capacity of 33 GW.



## ANNOUNCEMENT NOTICE

The Iberdrola group intends to integrate Infigen's operational expertise into Iberdrola group's worldwide footprint. Infigen's contribution, with an EBITDA and a Net Income of A\$165.3m (€102.0m) and A\$40.9m (€25.2m), respectively, in 2019 (according to Infigen's 2019 Annual Report) is expected to be accretive to Iberdrola group's earnings from the first year onwards.

### Compelling Offer for Infigen stapled security holders

The Offer is unanimously recommended by the Infigen Board in the absence of a superior proposal. It implies a diluted equity value of A\$840.6 million for Infigen representing compelling cash value for Infigen stapled security holders. The Offer values Infigen at a:

- 7.5% premium to UAC Energy Holdings Pty Ltd's ("UAC Energy") unsolicited, conditional takeover bid of A\$0.80 per stapled security announced on 3 June 2020;
- 45.8% premium to Infigen unaffected share price as of June 2<sup>nd</sup> 2020; and
- 54.2% premium to the one month volume weighted average share price up until and including June 2<sup>nd</sup> 2020.

In addition, the most significant shareholders of Infigen, the TCI Funds, which together own 33.1% of Infigen's issued stapled securities have entered into a Pre-Bid Agreement with Iberdrola Australia. 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 Offer, conditional on FIRB approval being obtained and subject to the Offer becoming unconditional and upon Iberdrola Australia either having a relevant interest in more than 50% (including the TCI Funds' securities) or where TCI Fund's acceptance of its securities into the 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.

Iberdrola Australia will support Infigen seeking any required consents and waivers to any change of control and review event arising from the Offer from financiers to Infigen.

If Infigen's Corporate Facility Lenders:

- Call for a review subsequent to the change in control occurring; or
- Require repayment subsequent to the review,

then if it is necessary, it is Iberdrola's intention to provide an unsecured loan on arm's length terms to Infigen to refinance its Corporate Facility.

### Transaction Details

The Offer is conditional upon Iberdrola Australia acquiring a relevant interest in more than 50% of Infigen stapled securities (on a fully diluted basis), approval by the Foreign Investment Review Board, no material adverse change, no prescribed occurrences in relation to Infigen, and certain other limited customary market conditions. The Offer is not subject to further due diligence or refinancing and will be funded from Iberdrola group's cash reserves.





17 June 2020

### ANNOUNCEMENT NOTICE

Iberdrola Australia has factored into the value of its cash offer of A\$0.86 per stapled security that the Directors of Infigen have determined not to pay a distribution in respect of the Infigen stapled securities for the period ending 30 June 2020.

The proposed defeating conditions of the Offer are set out in the Annexure.

#### **Bid Implementation Agreement and Bidders Statement**

Infigen has entered into a takeover Bid Implementation Agreement with Iberdrola Australia in respect of the Offer. In addition to setting out the agreed takeover bid terms, the agreement imposes certain requirements on Infigen in respect of the Offer, and certain restrictions on the conduct of Infigen business during the Offer period. The agreement also contains customary exclusivity provisions, and requires Infigen to pay a break fee of 1% of the equity value of Infigen implied by the Offer (~A\$8.4 million) in certain circumstances.

Iberdrola Australia intends to issue its Bidder's Statement shortly. The Bidder's Statement will contain detailed information relevant to the Offer, including how to accept and is intended to be sent to Infigen security holders in due course.

#### **Forward Looking Statements and Disclaimers**

This communication contains forward-looking information and statements and estimates and their underlying assumptions, statements regarding plans, objectives and expectations with respect to future operations, and statements regarding future performance. Forward-looking statements are statements that are not historical facts and are generally identified by the words "expects," "anticipates," "believes," "intends," "estimates" and similar expressions.

Although Iberdrola Australia believes that the expectations reflected in such forward-looking statements are reasonable, investors and holders of Iberdrola, S.A. shares are cautioned that forward-looking information and statements are subject to various risks and uncertainties, many of which are difficult to predict and generally beyond the control of either Iberdrola Australia or Iberdrola, S.A., that could cause actual results and developments to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. These risks and uncertainties include those discussed or identified in the documents sent by Iberdrola, S.A. to the Spanish Comisión Nacional del Mercado de Valores, which are accessible to the public.

Forward-looking statements are not guarantees of future performance. They have not been reviewed by the auditors of either Iberdrola Australia or Iberdrola, S.A. You are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date they were made. All subsequent oral or written forward-looking statements attributable to Iberdrola Australia and/or Iberdrola, S.A. or any of their respective members, directors, officers, employees or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements included herein are based on information available to Iberdrola Australia and Iberdrola, S.A. on the date hereof. Except as required by applicable law, neither Iberdrola Australia nor Iberdrola, S.A. undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.



---

## ANNOUNCEMENT NOTICE

**For IR enquiries, please contact:**

From 8am to 8pm CET (4pm to 4am Sydney time)

Diego Morón Martínez;

Iberdrola Head of Investor Relations

M: +34 639426786

[dmoron@iberdrola.es](mailto:dmoron@iberdrola.es)

From 8pm to 8am CET (4am to 4pm Sydney time)

Robert Bailey

Nomura, Financial Advisor to Iberdrola

M: + 61 439550966

[robert.bailey@nomura.com](mailto:robert.bailey@nomura.com)





17 June 2020

## ANNOUNCEMENT NOTICE

### About the Iberdrola group

The Iberdrola group is a global energy leader, the number-one producer of wind power, and one of the world's biggest electricity utilities group by market capitalisation. The Iberdrola group supplies energy to almost 100 million people in dozens of countries including Spain, the United Kingdom (ScottishPower), the United States (AVANGRID), Brazil (Neoenergia), Mexico, Germany, Portugal, Italy and France, among others. With a workforce of more than 35,000 and assets in excess of €122 billion, it achieved a turnover of €36,438 million, an EBITDA of €10,104 million and a net profit of over €3,406 million in 2019.

Iberdrola, S.A. is one of the world's top utility holding companies. It is listed on the Madrid Stock Exchange (IBE: MC) and its share performance is included in the computation of the Spanish IBEX 35 index, with a shareholder base made up largely of international investors.

The Iberdrola group is championing the transition towards a sustainable energy model through its investments in renewable energy, smart grids, large-scale energy storage and digital transformation, to offer the most advanced products and services to its customers. Firmly committed to clean energy, the Iberdrola group is one with the lowest emissions and an international benchmark for its contribution to sustainability and the fight against climate change, with more than 32GW of renewable installed generation capacity worldwide, including 17GW of onshore wind, 1GW of offshore wind, 13GW of hydro and 1GW of solar. In addition, the Iberdrola group has 34 million points of supply.

### About Infigen

Infigen is leading Australia to a clean future, today. Their strategy is to provide Australian businesses with firm supplies of reliable and competitively priced clean energy. They generate renewable energy from a fleet of owned wind farms. They also source renewable energy from a portfolio of contracted assets. They manage intermittency risk with their fast start assets, enabling them to provide their customers with firm prices and firm volumes for renewable energy.

The company, which is listed on the Australian Securities Exchange (IFN: ASX), has 79 employees including a highly experienced senior management team positioning them to guide the strategy and oversee risk management.



## ANNOUNCEMENT NOTICE

### ANNEXURE – DEFEATING CONDITIONS

#### Minimum Acceptance Condition

- 1.1 At the end of the Offer Period, the Bidder has a Relevant Interest in more than 50% of all Target Securities (on a fully diluted basis).

#### FIRB Condition

- 1.2 Prior to the end of the Offer Period, either:
- (a) The Treasurer (or the Treasurer's delegate) has provided a written no objection notification under the FATA in respect of the proposed acquisition of Target Securities under the Offer either without conditions or subject only to standard tax conditions; or
  - (b) following notice of the proposed acquisition of Target Securities under the Offer having been given by the Bidder to the Treasurer under the FATA, the Treasurer has ceased to be empowered to make any order under Part 3 of the FATA because the applicable time limit on making orders and decisions has expired.

For the purpose of this clause, a standard tax condition is a condition included in the list of standard tax conditions set out in Part A of Attachment B of the Australian Foreign Investment Review Board's Guidance Note 47 'Tax Conditions' (in the form last updated on 13 August 2018).

#### No regulatory impediment

- 1.3 Between the Announcement Date and the end of the Offer Period (each inclusive):
- (a) there is not in effect any preliminary or final decisions, order or decree issued by a Regulatory Authority;
  - (b) no action or investigation is announced, commenced or threatened by any Regulatory Authority; and
  - (c) no application is made to any Regulatory Authority (other than by the Bidder or any Associate of the Bidder),  
in consequence of or otherwise relating to the Offer (other than an application or determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act or if the regulatory action results from action or inaction of the Bidder or its Associates) which is likely to or purports or threatens to:
  - (d) restrain, prohibit or impede, or otherwise materially adversely impact on (or which if granted or made could restrain, prohibit, impede or otherwise materially adversely impact on);
  - (e) the making of the Offer or the Takeover Bid or the completion of any transaction contemplated by the Offer or the Takeover Bid; or







17 June 2020

### ANNOUNCEMENT NOTICE

- (f) the rights of the Bidder in respect of the Target or the Target Securities to be acquired under the Offer or the Takeover Bid;
- (g) require the variation of the terms of the Offer; or
- (h) require or approve the divestiture of any Target Securities by Bidder or the divestiture of any assets of any Target Group Member or the Bidder or its Related Bodies Corporate.

#### No Material Adverse Change

- 1.4 Between the Announcement Date and the end of the Offer Period (each inclusive) there not having occurred, or been announced or become known to the Bidder or the Target (whether or not becoming public) a Material Adverse Change.

#### No specified events

- 1.5 Between the Announcement Date and the end of the Offer Period (each inclusive), none of the following events occur:
- (a) Target RE ceases to be the trustee or responsible entity of the Target Trust;
  - (b) a meeting is convened to consider a resolution for the removal, retirement or replacement of Target RE as trustee or responsible entity of the Target Trust;
  - (c) an application is made to any court for the appointment of a temporary responsible entity of the Target Trust in accordance with the Corporations Act;
  - (d) the Target (or its Representatives) do or fail to do anything that could restrict Target RE's right of indemnity from Trust Property in respect of the obligations incurred by Target RE;
  - (e) the Target (or its Representatives) effects or facilitates the termination of the Target Trust;
  - (f) the Target (or its Representatives) effect or facilitate the resettlement of Trust Property; or
  - (g) any Target Group Member or any employee of a Target Group Member fails to renew or ceases to hold, or materially breaches any of the Regulatory Approvals required for any Target Group Member to conduct business in the ordinary course.

#### No Prescribed Occurrences before Bid Period

- 1.6 Between the period from the Announcement Date to the day before the date of the Bidder's Statement (each inclusive), there is no Prescribed Occurrence other than the issue of Target Securities on the vesting of Target Performance Rights.



## ANNOUNCEMENT NOTICE

### No Prescribed Occurrences

- 1.7 Between the date of the Bidder's Statement and the end of the Offer Period (each inclusive), there is no Prescribed Occurrence other than the issue of Target Securities on the vesting of Target Performance Rights.

### No untrue statements to ASX

- 1.8 Between the Announcement Date and the end of the Offer Period (each inclusive) there not having occurred or been announced or become known to the Bidder or the Target that information announced by the Target to ASX in the twelve months prior to the Announcement Date is incorrect, untrue or misleading in a respect that would be material to the value of the Target Securities.

### Definitions used in Defeating Conditions

In this Schedule the following terms have the following meanings:

**ACCC** means the Australian Competition and Consumer Commission.

**Announcement Date** means the date (in, Sydney Australia) on which this announcement is made.

**ASIC** means the Australian Securities and Investments Commission.

**Associate** has the meaning given in section 12 of the Corporations Act.

**ASX** means ASX Limited ACN 008 624 691 and, where the context requires, the financial market that it operates.

**ATO** means the Australian Taxation Office.

**BIA** means the Bid Implementation Agreement between Bidder and Target.

**Bid Terms** means an offer price of A\$0.86 per stapled security and the terms set out in this Annexure.

**Bidder** means Iberdrola Renewables Australia Pty Limited or a Related Body Corporate.

**Bidder Group** means the Bidder and its Related Bodies Corporate and **Bidder Group Member** means any of them.

**Bidder's Statement** means the bidder's statement to be prepared by the Bidder in relation to the Takeover Bid in compliance with Part 6.5 of the Corporations Act.

**Competing Proposal** means any proposal, agreement, transaction or arrangement by or with any person pursuant to which, if entered into or completed, would result in a Third Party (either alone or together with any Associate):





17 June 2020

## ANNOUNCEMENT NOTICE

- (a) directly or indirectly acquiring a Relevant Interest in, or having a right to acquire, a legal, beneficial or economic interest in, or control of, 20% or more of the Target Securities;
- (b) acquiring Control of the Target; or
- (c) otherwise directly or indirectly:
  - (i) acquiring or merging with the Target, or having the right to so acquire or merge with the Target; or
  - (ii) acquiring or becoming the holder of, or otherwise acquiring or having a right to acquire, a legal, beneficial or economic interest in, or control of, all or a material part of the business or assets of the Target,

in each case whether by way of takeover bid, scheme of arrangement, security holder- approved acquisition or resolution, de-stapling, reverse takeover bid, capital reduction, capital raising, security buy-back, sale or purchase of assets, joint venture, dual listed company and/or trust structure, synthetic merger or other transaction or arrangement.

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

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Disclosure Materials** means:

- (a) the documents and information contained in the data room made available by the Target to the Bidder, the index of which has been initialled for identification by, or on behalf of the Target and the Bidder, on or before the date of the BIA; and
- (b) written responses from the Target to the Bidder to requests for further information made by the Bidder, a copy of which has been initialled for identification by, or on behalf of the Target and the Bidder, on or before the date of the BIA.

**EBITDA** means the consolidated earnings of the Target Group, before interest, abnormals, taxes, depreciation and amortisation, calculated in accordance with the accounting policies or practices applied by the Target as at the Announcement Date.

**Fairly Disclosed** means disclosed by the relevant party in good faith and in sufficient detail so as to enable a reasonable and sophisticated party experienced in transactions similar to the Takeover Bid and experienced in a business similar to any business conducted by the Target Group, to identify the nature and scope of the relevant fact, matter, event or circumstance.

**Fast Start Firming Assets** means the Smithfield Open Cycle Gas Turbine facility located in New South Wales, the Lake Bonney Battery Energy Storage System located in South Australia each owned by a Target Group Member, and the South Australian Gas Turbines located in South Australia to be leased by a Target Group Member, each a **Fast Start Firming Asset**.



## ANNOUNCEMENT NOTICE

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

**FIRB** means the Foreign Investment Review Board or the Treasurer as the context requires.

**Offer** means the offer to Target Securityholders to acquire the Target Securities pursuant to the Takeover Bid.

**Offer Period** means the period when the Offer is open for acceptance.

**Material Adverse Change** means an event, matter or circumstance that occurs after the Announcement Date, or which occurs before the Announcement Date but is only announced or becomes known (in each case whether or not it becomes public) to the Bidder or the Target after the Announcement Date, which has or could reasonably be expected to have individually or when aggregated with all such events matters or circumstances the effect of:

- (a) diminishing the consolidated net assets of the Target Group by 15% or more (as compared to the Target Group's most recent audited financial statements as at the date of the BIA);
- (b) reducing the EBITDA of the Target Group for the financial year ending 30 June 2020 by 15% or more as compared against the EBITDA of the Target Group in the financial year ended 30 June 2019; or
- (c) reducing the EBITDA of the Target Group for the financial year ending 30 June 2021 or 30 June 2022 by 20% or more as compared to what it could have reasonably expected to have been but for the occurrence of the event, matter or circumstance,

in each case other than an event, matter or circumstance:

- (d) required or expressly contemplated by the BIA or the Takeover Bid;
- (e) Fairly Disclosed in the Disclosure Materials;
- (f) Fairly Disclosed by the Target in an announcement made by the Target to ASX prior to the Announcement Date;
- (g) agreed to in writing by the Bidder;
- (h) being damage to or the destruction of any of the Wind Farms or Fast Start Firming Assets of the Target Group, where insurance is reasonably expected to respond and reinstatement will be undertaken;
- (i) being an action of the market operator or of a network service provider which constrains the export of electricity from (and production of LGCs by) any of the Wind Farms or Fast Start Firming Assets for a period less than 30 days in order to allow network remediation work to occur; or
- (j) resulting from changes:
  - (i) in industry, regulatory, political, market or economic conditions;





17 June 2020

## ANNOUNCEMENT NOTICE

- (ii) law or applicable government policy;
- (iii) generally accepted accounting principles or their interpretation, affecting Australian businesses or Australian energy market participants generally.

**Prescribed Occurrence** means any of the following events happens:

- (a) the Target converts all or any of the Target Securities into a larger or smaller number of securities;
- (b) a Target Group Member resolves to reduce its capital in any way, other than a reduction of capital which is only in favour of the Target Co or a wholly owned Subsidiary of the Target Co;
- (c) a Target Group Member:
  - (i) enters into a buy-back agreement; or
  - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act,
  - (iii) other than where the buy-back agreement is with the Target Co or a wholly owned Subsidiary of the Target Co (only);
- (d) a Target Group Member issues shares or other securities (including interests in a trust) or grants an option over shares or other securities (including interests in a trust), or agrees to make such an issue or grant such an option, other than to the Target Co or a wholly owned Subsidiary of the Target Co;
- (e) a Target Group Member issues, or agrees to issue, convertible notes;
- (f) a Target Group Member disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property (other than to the Target Co or a wholly owned Subsidiary of the Target Co);
- (g) a Target Group Member grants, or agrees to grant, a security interest (as defined in section 51A of the Corporations Act) in the whole, or a substantial part, of its business or property;
- (h) a Target Group Member resolves to be wound up;
- (i) a liquidator or provisional liquidator of a Target Group Member is appointed;
- (j) a court makes an order for the winding up of a Target Group Member;
- (k) an administrator of a Target Group Member, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) a Target Group Member executes a deed of company arrangement; or



## ANNOUNCEMENT NOTICE

- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of a Target Group Member.

**Record Date** means the date set by the Bidder pursuant to section 633(2) of the Corporations Act.

**Regulatory Authority** means:

- (a) a government or governmental, semi-governmental, administrative, fiscal or judicial entity or authority;
- (b) a minister, department, office, commission, delegate, instrumentality, tribunal, agency, board, authority or organisation of any government;
- (c) any regulatory organisation established under statute; and
- (d) in particular, FIRB, ASX, ASIC, ACCC or ATO.

**Regulatory Approval** means:

- (a) any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, direction, declaration, authority, waiver, modification or exemption from, by or with a Regulatory Authority; or
- (b) in relation to anything that would be fully or partly prohibited or restricted by law if a Regulatory Authority intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

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

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

**Representative** means:

- (a) in relation to the Target a Target Group Member, any director, officer or employee of any Target Group Member, and any financier, financial adviser, accounting adviser, auditor, legal adviser or technical or other expert adviser or consultant to any Target Group Member in connection with the Takeover Bid or a Competing Proposal; and
- (b) in relation to the Bidder, a Bidder Group Member, any director, officer or employee of any Bidder Group Member and any member of the deal team any financier, financial adviser, accounting adviser, auditor, legal adviser, or technical or other expert adviser or consultant to any Bidder Group Member in connection with the Takeover Bid.

**Subsidiary** has the meaning given in Division 6 of Part 1.2 of the Corporations Act.

**Takeover Bid** means an off market bid pursuant to Chapter 6 of the Corporations Act under which the Bidder offers to acquire all Target Securities on terms no less favourable





17 June 2020

## ANNOUNCEMENT NOTICE

to Target Securityholders than the Bid Terms, extending subject to section 617 of the Corporations Act, to all Target Securities that are issued as a result of the vesting of any Target Performance Rights during the period from the Record Date to the end of the Offer Period.

**Takeovers Panel** means the body called the Takeovers Panel continuing in existence under section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth) and given various powers under Part 6.10 of the Corporations Act.

**Target** means Target Trust and Target Co, or Target Co and Target RE as responsible entity for the Target Trust as the context requires.

**Target Co** means Infigen Energy Limited.

**Target Group** means the Target Trust, Target Co and its Subsidiaries (including Target RE acting in its capacity as responsible entity of the Target Trust) and **Target Group Member** means any one of them.

**Target Performance Rights** means performance rights issued by Target Co prior to the date of the BIA.

**Target RE** means Infigen Energy RE Limited.

**Target Security** means a Target Share stapled to a Target Unit.

**Target Securityholder** means a registered or beneficial holder of Target Securities.

**Target Share** means a fully paid ordinary share in the capital of Target Co.

**Target Trust** means Infigen Energy Trust.

**Target Unit** means a fully paid ordinary unit in the Target Trust.

**Third Party** means a party other than the Target, the Bidder or any of their respective Associates.

**Treasurer** means Treasurer of the Commonwealth of Australia.

**Trust Property** means all scheme property of the Target Trust, including all of Target RE's rights, property and undertaking which are the subject of the Target Trust, or whatever kind and wherever situated and whether present or future.

**Wind Farms** means the Alinta Wind Farm located in Western Australia, the Lake Bonney 1 Wind Farm located in South Australia, the Lake Bonney 2 Wind Farm located in South Australia, the Lake Bonney 3 Wind Farm located in South Australia, the Capital Wind Farm located in New South Wales, the Woodlawn Wind Farm located in New South Wales, the Bodangora Wind Farm located in New South Wales, the Kiata Wind Farm located in Victoria, the Toora Wind Farm located in Victoria, the Cherry Tree Wind Farm located in Victoria and the Collector Wind Farm located in New South Wales, each a **Wind Farm**.







**Julián Martínez-Simancas**  
Secretary of the Board of Directors

Bilbao, 17 June 2020

To the National Securities Market Commission

**Subject:** Inside information / Announcement of the offer to acquire 100% of the issued stapled securities issued by Infigen Energy Limited and Infigen Energy RE Limited

Pursuant to article 17 of Regulation (EU) No. 596/2014 on market abuse and article 226 of the restated text of the Securities Market Law approved by the Royal Legislative Decree 4/2015, of 23 October (*texto refundido de la Ley del Mercado de Valores aprobado por el Real Decreto Legislativo 4/2015, de 23 de octubre*) and related provisions, we hereby inform you that, today, Iberdrola Renewables Australia Pty Ltd ("**Iberdrola Australia**")<sup>1</sup> has announced that it has entered into a bid implementation agreement (the "**Implementation Agreement**") with Infigen Energy Limited and Infigen Energy RE Limited (jointly, "**Infigen**"), under which Iberdrola Australia has agreed to make an all-cash public takeover offer at a price of AUD 0.86, equivalent to EUR 0.52<sup>2</sup>, per stapled security for all of the issued stapled securities of Infigen, which are listed in the Australian Stock Exchange (the "**Offer**"), representing an aggregate consideration of AUD 840.6 million, equivalent to EUR 510.2 million for the entire share capital of Infigen<sup>2</sup>. Pursuant to the Implementation Agreement, Infigen has undertaken certain exclusivity and business conduct provisions during the Offer, as well as the payment of a break-up fee of 1 % of the Offer consideration in certain circumstances. The price offered by Iberdrola Australia takes into account that the directors of Infigen have determined not to pay a distribution in respect of the Infigen stapled securities for the period ending 30 June 2020. Infigen's board of directors has unanimously recommended the Offer in the absence of a superior proposal.

The Offer is conditional on Iberdrola Australia acquiring a stake of more than 50 % of Infigen stapled securities (on a fully diluted basis), obtaining approval from the Foreign Investment Review Board ("**FIRB**"), absence of a material adverse change and certain other limited customary conditions. The Offer is not subject to further due diligence or refinancing and will be funded from cash available in the Iberdrola's group.

In addition, Iberdrola Australia and the major shareholders of Infigen, funds managed by The Children's Investment Fund Management LTD (the "**TCI Funds**"), have entered into a pre-bid acceptance agreement under which the TCI Funds have agreed to sell 20% of Infigen stapled securities to Iberdrola Australia subject to FIRB's approval and the Offer being declared unconditional.

Infigen owns onshore wind generation facilities with an installed capacity of 670 MW, 268 MW of conventional generation and energy storage firming assets, 246 MW of additional renewable capacity from third parties contracted through offtake power purchase agreements and a portfolio of wind and solar projects in different stages of development for a total capacity of more than 1 GW.

The transaction is framed within Iberdrola's strategy to expand its global footprint in renewable energies.

This information is provided to you for the appropriate purposes.

Secretary of the Board of Directors

<sup>1</sup> A wholly-owned subsidiary of Iberdrola Energía Internacional, S.A. (Sociedad Unipersonal), a subholding company of Iberdrola, S.A. ("**Iberdrola**") for the markets other than those covered by other group subholding companies.

<sup>2</sup> Calculated on the basis of the euro/Australian dollar exchange rate as of 15 June 2020, which was 0.6069 euros per 1 Australian dollar.

NOTICE: This document is a translation of a duly approved Spanish-language document, and is provided for informational purposes only. In the event of any discrepancy between the text of this translation and the text of the original Spanish-language document which this translation is intended to reflect, the text of the original Spanish-language document shall prevail.



Take care of the environment.  
Printed in black and white and only if necessary



### IMPORTANT INFORMATION

This communication does not constitute an offer to purchase, sell or exchange or the solicitation of an offer to purchase, sell or exchange any securities. The shares of Iberdrola, S.A. may not be offered or sold in the United States of America except pursuant to an effective registration statement under the Securities Act or pursuant to a valid exemption from registration.

---

NOTICE: This document is a translation of a duly approved Spanish-language document, and is provided for informational purposes only. In the event of any discrepancy between the text of this translation and the text of the original Spanish-language document which this translation is intended to reflect, the text of the original Spanish-language document shall prevail.



Take care of the environment.  
Printed in black and white and only if necessary

# CORPORATE DIRECTORY

---

## **Iberdrola Renewable Australia Pty Limited (ACN 628 620 815)**

### **Directors**

Mr César Calvo Hernáez  
Mr Fernando Santamaría Mosquera

### **Registered Office**

Level 21, 567 Collins Street  
Melbourne VIC 3000  
Australia

### **Iberdrola Australia Offer Information Line**

Within Australia: 1800 830 977  
Outside Australia: +61 1800 830 977

### **Registry for the Offer**

#### **Link Market Services Limited**

Level 12, 680 George Street  
Sydney NSW 2000

### **Financial Adviser**

#### **Nomura International plc**

1 Angel Lane  
London, EC4R 3AB

### **Legal Adviser**

#### **DLA Piper Australia**

Level 22, No. 1 Martin Place  
Sydney NSW 2000  
Australia



### Need help?

**Contact** Iberdrola Australia Offer Information Line  
**Phone** 1800 830 977 (from within Australia)  
**Phone** +61 1800 830 977 (from outside Australia)

## A Your name

SAMPLE NAME 1  
SAMPLE NAME 2  
<SAMPLE A/C>  
SAMPLE ADDRESS 1  
SAMPLE ADDRESS 2

## Your holding

Securityholder Reference Number: I12345678910

Infigen Stapled Securities held as at  
Record Date 99,999,999

If your holding has changed between Record Date and time of acceptance, then write your current holding here. Your acceptance will be granted over your updated holding.

**This is an important document. If you are in doubt as to how to complete this form, please consult your financial or other professional adviser immediately.**

## Transfer and Acceptance Form – Issuer Sponsored Subregister

This is a personalised form for the sole use of the holder and holding recorded above.

## B You must give your instructions to accept the Offer

If you correctly sign and return this form you will be deemed to have accepted the Offer in respect of **ALL** of your Infigen Stapled Securities.

**Offer Consideration** – Iberdrola Renewables Australia Pty Ltd (ACN 628 620 815) ("Iberdrola Australia") is offering to buy all Infigen Stapled Securities for A\$0.86 cash per Infigen Stapled Security, on the terms set out in Iberdrola Australia's bidder's statement dated 24 June 2020 ("Bidder's Statement"). You may only accept the Offer in respect of all (and not some) of your Infigen Stapled Securities.

## C Non-Withholding Declaration

☐

By marking this box, I/we declare that either:

- I/we am/are Australian tax resident(s); or
- I/we am/are not Australian tax resident(s) and the Infigen Stapled Securities I/we, together with my/our 'associates', hold are 'membership interests' but not 'indirect Australian real property interests' (as those terms are defined in the *Income Tax Assessment Act 1936* (Cth) and *Income Tax Assessment Act 1997* (Cth), as relevant).

## D Contact details

Please provide your contact name and telephone number in case we need to speak to you about this Acceptance Form.

Telephone Number where you can be contacted during business hours

Contact Name (PRINT)

## E You must sign this form for your instructions in this Acceptance Form to be executed

I/We, the person(s) named above, accept the Offer in respect of all my/our Infigen Stapled Securities and hereby agree to transfer to Iberdrola Australia all my/our Infigen Stapled Securities for the consideration specified in the Offer, and on the terms and conditions of the Offer as set out in the Bidder's Statement.

Securityholder 1 (Individual)

Sole Director & Sole Company Secretary

Securityholder 2 (Individual)

Secretary/Director (delete one)

Securityholder 3 (Individual)

Director

**Please refer overleaf for further important instructions**

REGISTRY USE ONLY



SRN



Holding

IFNT TKO001





## Further Important Instructions

Your Infigen Stapled Securities are in an Issuer Sponsored Holding. To accept the Offer, you must complete and return this Acceptance Form in accordance with the instructions below.

Please refer to the Bidder's Statement dated 24 June 2020 containing an offer from Iberdrola Australia to acquire all of your Infigen Stapled Securities which accompanies this Acceptance Form. Terms are defined in the Bidder's Statement and have the same meaning in this Acceptance Form.

### Completion instructions

**A** • **Please check the front page** to ensure that your name and address are correct. If incorrect, please write your correct details and initial the amendments. Amendments to your name or address can only be processed by your Controlling Participant.

• **Please note** your consideration will be issued in the names as they appear on the Infigen register.

**C** Please mark the box if you declare that either:

- you are an Australian tax resident; or
- you are not Australian tax resident and the Infigen Stapled Securities that you, together with your 'associates', hold are 'membership interests' but not 'indirect Australian real property interests' (as those terms are defined in the *Income Tax Assessment Act 1936* (Cth) and *Income Tax Assessment Act 1997* (Cth), as relevant).

If you do not mark the box, Iberdrola Australia may withhold 12.5% of the Offer consideration otherwise payable to you. Please refer to Section 7.4 of the Bidder's Statement for further details before completing this section.

**E** • **Please sign this Acceptance Form** in the places for signature(s) set out on the front page and in accordance with the following instructions:

- **Joint Securityholders:** If your Infigen Stapled Securities are held in the names of more than one person, all of those persons must sign this Acceptance Form.
- **Corporations:** This Acceptance Form must be signed by either two directors or a director and a company secretary. Alternatively, where the company has a sole director and, pursuant to the Corporations Act, there is no company secretary, or where the sole director is also the sole company secretary, that director may sign alone. Alternatively, a duly appointed attorney may sign.
- **Powers of attorney:** If this Acceptance Form is signed under a power of attorney, please attach a certified copy of the power of attorney to this Acceptance Form when you return it. If this Acceptance Form is signed under Power of Attorney, the attorney declares that he/she has no notice of revocation of the Power of Attorney.
- **Deceased Estates:** All the executors and administrators must sign this Acceptance Form. When you return this Acceptance Form, please attach it to a certified copy of probate, letters of administration or certificate of grant accompanied (where required by law for the purpose of transfer) by a certificate of payment of death or succession duties and (if necessary) a statement in terms of Section 1071B(9)(b)(iii) of the Corporations Act.

**Personal Information Collection Notification Statement:** Personal information about you is held on the public register in accordance with Chapter 2C of the *Corporations Act 2001*. For details about Link Group's personal information handling practices including collection, use and disclosure, how you may access and correct your personal information and raise privacy concerns, visit our website at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) for a copy of the Link Group condensed privacy statement, or contact us by phone on +61 1800 502 355 (free call within Australia) 9am–5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.

### Lodgement instructions

- Mail or deliver completed Acceptance Form(s) and any other documents required by the above instructions to:

**Mailing Address**

Link Market Services Limited  
Infigen Takeover  
Locked Bag A14  
SYDNEY SOUTH NSW 1235

or

**Hand Delivery**

Link Market Services Limited  
Infigen Takeover  
1A Homebush Bay Drive  
RHODES NSW 2138

- A reply paid envelope is enclosed for use within Australia.

**Your acceptance must be received by no later than the end of the Offer Period, which is 7:00pm (Sydney time) on the last day of the Offer Period.**

**If you have any questions about the terms of the Offer or how to accept, please call the Iberdrola Australia Offer Information Line on the following numbers:**

**within Australia: 1800 830 977**  
**outside Australia: +61 1800 830 977**

### Need help?

**Contact** Iberdrola Australia Offer Information Line  
**Phone** 1800 830 977 (from within Australia)  
**Phone** +61 1800 830 977 (from outside Australia)

## A Your name

SAMPLE NAME 1  
SAMPLE NAME 2  
<SAMPLE A/C>  
SAMPLE ADDRESS 1  
SAMPLE ADDRESS 2

## Your holding

Holder Identification Number: X12345678910

Infigen Stapled Securities held as at  
Record Date 99,999,999

If your holding has changed between Record Date and time of acceptance, then write your current holding here.

**This is an important document. If you are in doubt as to how to complete this form, please consult your financial or other professional adviser immediately.**

### CONTROLLING PARTICIPANT'S NAME

*Broker's Name printed here*

## Transfer and Acceptance Form – CHESS Subregister

This is a personalised form for the sole use of the holder and holding recorded above.

## B You must give your instructions to your controlling participant to accept the Offer

If you correctly sign and return this form you will be deemed to have accepted the Offer in respect of **ALL** of your Infigen Stapled Securities.

**Offer Consideration** – Iberdrola Renewables Australia Pty Ltd (ACN 628 620 815) ("Iberdrola Australia") is offering to buy all Infigen Stapled Securities for A\$0.86 cash per Infigen Stapled Security, on the terms set out in Iberdrola Australia's bidder's statement dated 24 June 2020 ("Bidder's Statement"). You may only accept the Offer in respect of all (and not some) of your Infigen Stapled Securities.

To accept the Offer you may either:

- directly instruct your Controlling Participant to accept the Offer on your behalf; or
- sign and return this Acceptance Form to the address shown overleaf so the Bidder can contact your Controlling Participant on your behalf and relay your instructions.

If your Controlling Participant acts on your instruction CHESS will send you a confirmation notice.

## C Non-Withholding Declaration

☐

By marking this box, I/we declare that either:

- I/we am/are Australian tax resident(s); or
- I/we am/are not Australian tax resident(s) and the Infigen Stapled Securities I/we, together with my/our 'associates', hold are 'membership interests' but not 'indirect Australian real property interests' (as those terms are defined in the *Income Tax Assessment Act 1936* (Cth) and *Income Tax Assessment Act 1997* (Cth), as relevant).

## D Contact details

Please provide your contact name and telephone number in case we need to speak to you about this Acceptance Form.

Telephone Number where you can be contacted during business hours

Contact Name (PRINT)

## E You must sign this form for your instructions in this Acceptance Form to be executed

I/We, the person(s) named above, accept the Offer in respect of all my/our Infigen Stapled Securities and hereby agree to transfer to Iberdrola Australia all my/our Infigen Stapled Securities for the consideration specified in the Offer, and on the terms and conditions of the Offer as set out in the Bidder's Statement.

Securityholder 1 (Individual)

Sole Director & Sole Company Secretary

Securityholder 2 (Individual)

Secretary/Director (delete one)

Securityholder 3 (Individual)

Director

**Please refer overleaf for further important instructions**

REGISTRY USE ONLY



HIN



Broker PID



Holding

IFNT TKO002





## Further Important Instructions

Your Infigen Stapled Securities are in a CHESS Holding, you do not need to complete and return this Acceptance Form to the registry to accept the Offer. You can instead contact your Controlling Participant and instruct them to accept the Offer on your behalf in sufficient time before the end of the Offer Period to enable your Controlling Participant to give effect to your acceptance of the Offer on CHESS during business hours. If you decide to use this Acceptance Form to authorise us to contact your Controlling Participant on your behalf, follow the instructions below. You should allow Link Market Services Limited ("Link") sufficient time for the delivery of the Acceptance Form to your Controlling Participant on your behalf. Neither Iberdrola Australia, nor Link will be responsible for any delays incurred by this process.

Please refer to the Bidder's Statement dated 24 June 2020 containing an offer from Iberdrola Australia to acquire all of your Infigen Stapled Securities which accompanies this Acceptance Form. Terms are defined in the Bidder's Statement and have the same meaning in this Acceptance Form.

### Completion instructions

**A** • **Please check the front page** to ensure that your name and address are correct. If incorrect, please write your correct details and initial the amendments. Amendments to your name or address can only be processed by your Controlling Participant.

• **Please note** your consideration will be issued in the names as they appear on the Infigen register.

**C** Please mark the box if you declare that either:

- you are an Australian tax resident; or
- you are not Australian tax resident and the Infigen Stapled Securities that you, together with your 'associates', hold are 'membership interests' but not 'indirect Australian real property interests' (as those terms are defined in the *Income Tax Assessment Act 1936* (Cth) and *Income Tax Assessment Act 1997* (Cth), as relevant).

If you do not mark the box, Iberdrola Australia may withhold 12.5% of the Offer consideration otherwise payable to you. Please refer to Section 7.4 of the Bidder's Statement for further details before completing this section.

**E** • **Please sign this Acceptance Form** in the places for signature(s) set out on the front page and in accordance with the following instructions:

- **Joint Securityholders:** If your Infigen Stapled Securities are held in the names of more than one person, all of those persons must sign this Acceptance Form.
- **Corporations:** This Acceptance Form must be signed by either two directors or a director and a company secretary. Alternatively, where the company has a sole director and, pursuant to the Corporations Act, there is no company secretary, or where the sole director is also the sole company secretary, that director may sign alone. Alternatively, a duly appointed attorney may sign.
- **Powers of attorney:** If this Acceptance Form is signed under a power of attorney, please attach a certified copy of the power of attorney to this Acceptance Form when you return it. If this Acceptance Form is signed under Power of Attorney, the attorney declares that he/she has no notice of revocation of the Power of Attorney.
- **Deceased Estates:** All the executors and administrators must sign this Acceptance Form. When you return this Acceptance Form, please attach it to a certified copy of probate, letters of administration or certificate of grant accompanied (where required by law for the purpose of transfer) by a certificate of payment of death or succession duties and (if necessary) a statement in terms of Section 1071B(9)(b)(iii) of the Corporations Act.

**Personal Information Collection Notification Statement:** Personal information about you is held on the public register in accordance with Chapter 2C of the *Corporations Act 2001*. For details about Link Group's personal information handling practices including collection, use and disclosure, how you may access and correct your personal information and raise privacy concerns, visit our website at [www.linkmarketservices.com.au](http://www.linkmarketservices.com.au) for a copy of the Link Group condensed privacy statement, or contact us by phone on +61 1800 502 355 (free call within Australia) 9am–5pm (Sydney time) Monday to Friday (excluding public holidays) to request a copy of our complete privacy policy.

### Lodgement instructions

- Mail or deliver completed Acceptance Form(s) and any other documents required by the above instructions to:

#### Mailing Address

Link Market Services Limited  
Infigen Takeover  
Locked Bag A14  
SYDNEY SOUTH NSW 1235

or

#### Hand Delivery

Link Market Services Limited  
Infigen Takeover  
1A Homebush Bay Drive  
RHODES NSW 2138

- A reply paid envelope is enclosed for use within Australia.

**Your acceptance must be received by no later than the end of the Offer Period, which is 7:00pm (Sydney time) on the last day of the Offer Period.**

**If you have any questions about the terms of the Offer or how to accept, please call the Iberdrola Australia Offer Information Line on the following numbers:**

**within Australia: 1800 830 977  
outside Australia: +61 1800 830 977**