

# ASX release

1 March 2024

## Euro Medium Term Note Programme Documentation

Transurban announces that Transurban Finance Company Pty Limited, Transurban's financing vehicle, has updated the Offering Circular in relation to its Euro Medium Term Note Programme lodged with the Singapore Exchange.

A copy of the updated Offering Circular is attached.

**END**

### Investor enquiries

Hannah Higgins  
Head of Investor Relations  
+61 419 246 502

### Media enquiries

James Richards  
Corporate Media Manager  
+61 459 812 770

This announcement is authorised by the CEO of Transurban Group, Michelle Jablko.

Classification

Public

### Transurban Group

Transurban International Limited  
ABN 90 121 746 825

Transurban Holdings Limited  
ABN 86 098 143 429

Transurban Holding Trust  
ABN 30 169 362 255

ARSN 098 807 419

corporate@transurban.com  
www.transurban.com

Level 31  
Tower Five, Collins Square  
727 Collins Street  
Docklands  
Victoria 3008 Australia

Telephone +613 8656 8900  
Facsimile +613 8656 8585

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The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the underwriters or any affiliate of the underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the underwriters or such affiliate on behalf of Transurban Finance Company Pty Ltd in such jurisdiction.

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## Transurban Finance Company Pty Ltd

(ABN 65 098 539 452)

(incorporated with limited liability in Victoria, Australia)

### U.S.\$10,000,000,000

## Secured Euro Medium Term Note Programme

Under this U.S.\$10,000,000,000 Secured Euro Medium Term Note Programme (the **Programme**), Transurban Finance Company Pty Ltd (the **Issuer**) may from time to time issue notes (the **Notes**) in bearer or registered form (respectively, **Bearer Notes** and **Registered Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below) and will be constituted by an amended and restated trust deed dated April 17, 2023 between the Issuer and The Bank of New York Mellon, London Branch (the **Trustee**) (the **Trust Deed**). The Issuer may from time to time issue Notes denominated in Australian dollars issued in the Australian domestic capital market (**AMTNs**). AMTNs will be issued in registered uncertificated form, and will take the form of entries on a register established and maintained by a registrar in Australia and may be lodged with the clearing system (**Austraclear System**) operated by Austraclear Ltd (**Austraclear**). AMTNs will be constituted by a trust deed dated August 30, 2017 (as amended, supplemented or restated from time to time) between the Issuer and BNY Trust Company of Australia Limited (the **AMTN Trustee**) (the **AMTN Trust Deed**).

The obligations of the Issuer in respect of the Notes are secured by certain charges granted by the Issuer and certain related entities and guaranteed by certain related entities which have also granted charges and mortgages to secure their guarantees (the **Securities**). The Securities are held by BTA Institutional Services Australia Limited (the **Security Trustee**) the trustee of the security trust (**Security Trust**) established by a security trust deed originally dated June 28, 2002 (as most recently amended by an amendment deed dated July 28, 2017 and as may be updated and/or amended and/or supplemented and/or restated from time to time in accordance with its terms, the **Security Trust Deed**). The holders of the Notes will be Senior Secured Creditors (as defined in the Security Trust Deed) under the Security Trust, ranking equally with the other Senior Secured Creditors, including those described in “*Description of Other Indebtedness*”. The Senior Secured Creditors rank for payment out of the assets the subject of the Securities ahead of the Subordinated Secured Creditors (as defined in the Security Trust Deed) and unsecured creditors, except creditors mandatorily preferred by law. For a discussion of these arrangements see “*Description of the Security Arrangements*”.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “*Risk Factors*”.**

Application has been made to the Singapore Exchange Securities Trading Limited (the **SGX-ST**) for permission to deal in and quotation for any Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the official list of the SGX-ST (the **Official List**). The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Any admission of any Notes to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantors, their subsidiaries, their associated companies, the Programme

or such Notes. The Notes must be traded in a minimum board lot size of S\$200,000 (or its equivalent in another currency) for so long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the **Final Terms**) which, with respect to Notes to be listed on the SGX-ST, will be delivered to the SGX-ST before the listing of Notes of such Tranche.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market. The relevant Final Terms in respect of any Series (as defined under “*Terms and Conditions of the Notes*”) will specify whether or not such Notes will be listed and, if so, on which exchange(s) the Notes are to be listed. The Issuer may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the terms and conditions of the Notes herein, in which event a supplemental Offering Circular or other document, if necessary, will be made available which will describe the effect of the agreement reached in relation to such Notes. The relevant exchange or market assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. There is no assurance that any application to an exchange or market will be approved. Any listing or admission is not to be taken as an indication of the merits of the Issuer, the Guarantors, their subsidiaries, their associated companies, the Programme or such Notes.

Notes to be issued under the Programme are expected to be rated “BBB+” by S&P Global Ratings Australia Pty Ltd (**Standard & Poor’s** or **S&P**) and “Baa1” by Moody’s Investors Service Pty Ltd (**Moody’s**). Fitch Australia Pty Ltd (**Fitch**) will, if applicable, rate Notes to be issued under the Programme on a Series-by-Series basis. A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

#### **Arrangers**

**J.P. MORGAN**

**J.P. MORGAN SECURITIES AUSTRALIA  
LIMITED**

The date of this Offering Circular is March 1, 2024.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary is unlawful.

To the best of the knowledge of the Issuer as at the date of this Offering Circular, having made all reasonable enquiries, the information contained or incorporated in this Offering Circular is in accordance with the facts and there are no other facts the omission of which would make this Offering Circular or any of such information misleading. The Issuer accepts responsibility accordingly.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Offering Circular in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Manager(s) (as defined below), as the case may be. This Offering Circular and any other documents or materials in relation to the issue, offering or sale of the Notes have been prepared solely for the purpose of the initial sale by the relevant Dealers of Notes from time to time to be issued pursuant to the Programme and with respect to Notes to be listed on the SGX-ST, such listing.

Copies of Final Terms will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (as defined below) save that, if the relevant Notes are not listed on a stock exchange, the applicable Final Terms will only be obtainable by a Noteholder (as defined in “*Terms and Conditions of the Notes*”) holding one or more Notes, subject to such Noteholder providing evidence satisfactory to the Issuer, the Trustee or the AMTN Trustee (as the case may be) and the relevant Paying Agent as to its holding of such Notes and its identity.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

None of the Dealers, the Agents (as defined in “*Terms and Conditions of the Notes*”), the Arrangers, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers, the Agents, the Arrangers, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer in connection with the Programme. None of the Dealers, the Arrangers, the Agents, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer in connection with the Programme. The Arrangers, each Dealer, the Trustee, the AMTN Trustee and each Agent, or any director, officer, employee, agent or affiliate or any such person, accordingly disclaims all and any liability, whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Circular or any such statement. Advisers named in this Offering Circular have acted pursuant to the terms of their respective engagements, have not authorised or caused the issue of, and take no responsibility for, this Offering Circular and do not make, and should not be taken to have verified, any statement or information in this Offering Circular unless expressly stated otherwise.

No person is or has been authorised by the Issuer, the Arrangers, any of the Dealers, the Agents, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Dealers, the Arrangers, the Agents, the Trustee or the AMTN Trustee.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer, the Arrangers, the Agents, any of the Dealers, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. This Offering Circular does not take into account the objectives, financial situation or needs of any potential investor. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Offering Circular nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Arrangers, the Agents, any of the Dealers, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances constitute a representation, or give rise to any implication, that there has been no change in the prospects, results of operations or general affairs of the Issuer or imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers, the Arrangers, the Agents, the Trustee, the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, among other things, the most recently published documents incorporated by reference into this Offering Circular when deciding whether or not to purchase any Notes.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the Securities Act) and Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see “*Subscription and Sale*”).

This Offering Circular is not, and is not intended to be, a prospectus or disclosure document within the meaning of section 9 of the Corporations Act 2001 (Cth) (the Corporations Act), or a Product Disclosure Statement for the purposes of Chapter 7 of the Corporations Act. This Offering Circular has not been, and will not be, lodged or registered with the Australian Securities and Investments Commission or any other regulatory authority in Australia and is not, and does not purport to be, a document containing disclosure to investors for the purposes of Part 6D.2 or 7.9 of the Corporations Act. It is not intended to be used in connection with any offer for which such disclosure is required and does not contain all the information that would be required by those provisions if they applied. It is not to be provided to any “retail client” for the purposes of section 761G of the Corporations Act. The Issuer is not licensed to provide financial product advice in respect of the Notes. Cooling-off rights do not apply to the acquisition of the Notes.

**This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Arrangers, the Dealers, the Agents, the Trustee and the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers, the Arrangers, the Agents, the Trustee or the AMTN Trustee, or any director, officer, employee, agent or affiliate or any such person, which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, Canada, the European Economic Area (EEA), the United Kingdom, Japan, Hong Kong, Singapore, Australia, New Zealand and Switzerland, see “*Subscription and Sale*”. Recipients of this Offering Circular shall not reissue, circulate or distribute this Offering Circular or any part hereof in any matter whatsoever.**

**In the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in a Member State of the EEA (each a Relevant State) in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (as amended or superseded from time to time, the Prospectus Regulation), the minimum specified denomination shall be €100,000 (or its equivalent in any other currency at the date of issue of the Notes).**

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, MiFID II) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.**

**A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the MiFID Product Governance Rules), any Dealer subscribing for any Notes is a manufacturer (each a Manufacturer and together, the Manufacturers) in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a Manufacturer for the purpose of the MiFID Product Governance Rules.**

**UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the UK MiFIR Product Governance Rules) is responsible for undertaking its own target market assessment in respect of the Notes**



(by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

**IMPORTANT - EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the PRIIPs Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT - UK RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (UK). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the EUWA); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (UK) (the FSMA) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the UK PRIIPs Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 (2020 Revised Edition) OF SINGAPORE (the SFA)** – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the CMP Regulations 2018), unless otherwise specified in the applicable Final Terms in respect of any Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in the Section 309(A)(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

**NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE – IMPORTANT NOTICE TO PROSPECTIVE INVESTORS**

Prospective investors should be aware that certain intermediaries in the context of certain offerings of the Notes pursuant to this Programme (each such offering, a CMI Offering), including certain Dealers, may be “capital market intermediaries” (together, the CMIs) subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the SFC Code). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as “overall coordinators” (together, the OCs) for such offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealers in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Guarantors, a CMI or its group companies would be considered under the SFC Code as having an association (an Association) with the Issuer, the Guarantors, the CMI or the relevant group company. Prospective investors associated with the Issuer, the Guarantors, or any CMI (including its group companies) should specifically disclose this when placing an order for the Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Issuer to all private banks for orders they place (other than in relation to the Notes subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Notes distributed by such private banks to investors. Details of any such rebate (where applicable) will be notified to prospective investors on or prior to the launch of an offering of Notes under the Programme. CMIs (including private banks) should not offer any rebates to prospective investor clients or pass on any rebates provided by the Issuer to prospective investors nor enter into any arrangements which may result in prospective investors paying different prices for the securities. If a prospective investor is an asset management arm affiliated with any Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50% interest, in which case it will be classified as a “proprietary order” and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a “proprietary order”. If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a “proprietary order” (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not such a “proprietary order”. Where prospective investors disclose such information but do not disclose that such “proprietary order” may negatively impact the price discovery process in relation to the relevant CMI Offering, such “proprietary order” is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering. In addition, any other CMIs (including private banks) submitting orders with any Dealer should disclose the identities of all investors when submitting orders with the Issuer. When placing an order, private banks should disclose, at the same time, if such order is placed

other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order (see further below) pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require CMI to apply the “proprietary orders” requirements of the SFC Code to such order and will require the CMI to apply the “rebates” requirements of the Code to such order. In the case of omnibus orders placed with the CMI, CMIs (including private banks) should, at the same time, provide underlying investor information (name and unique identification number) in the format and to the relevant recipients indicated to you by the CMI at the relevant time. Failure to provide such information may result in that order being rejected.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the Dealers and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantors, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

All references in this document to “U.S. dollars”, “U.S.\$” and “USD” refer to United States dollars, to “S\$” refer to Singapore dollars, to “A\$” and “AUD” refer to Australian dollars, to “C\$” and “CAD” refer to Canadian dollars and to “NOK” refer to the lawful currency of the Kingdom of Norway. In addition, all references to “EUR”, “euro” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

In connection with the issue of any Tranche of Notes (other than in circumstances where such action would reasonably be expected to support, maintain or otherwise have an effect on the market for or the price of the Notes traded within Australia or on a financial market, as defined in the Corporations Act, operated within Australia), the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules. Any such stabilisation action may only be conducted outside Australia and on a market operated outside Australia.

## FORWARD-LOOKING STATEMENTS

This Offering Circular includes forward-looking statements. Some of these forward-looking statements can be identified by the use of words such as “may”, “will”, “should”, “expect”, “anticipate”, “believe”, “estimate”, “plan”, “forecast”, “intend”, “target”, “aim”, “goal” and similar expressions in this Offering Circular and include statements regarding certain plans, strategies and objectives of management, industry trends and outlook.

Forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause our actual results, performance or achievements, or industry results, to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. These risks, uncertainties and other important factors include, among others:

- cyber-attacks on technology systems owned or used by us;
- reduced traffic volumes or an inability to grow traffic volumes on our toll roads;
- the adverse impact of changes in geopolitical and general business and economic conditions, including disruption in financial markets, on our business and operations, and those of our suppliers and contractors;
- failure to acquire or develop additional assets, enhance existing infrastructure or undertake information technology, maintenance and capital expenditure projects in the manner or within the timeframe and budget expected;
- the loss of a toll road asset for non-performance or default under a Concession Agreement, or as a result of government action;
- the mechanisms within our Concession Agreements regulating changes to the tolls that we can charge and permitted toll increases not covering our cost increases;
- failure to safeguard confidential information of our customers;
- reliance on inaccurate traffic, economic and other forecasting and modelling;
- failure of acquisitions or development projects to generate anticipated benefits, financial or otherwise;
- the finite lives of our Concession Agreements and that we may not be able to enter into new Concession Agreements or extend our existing Concession Agreements;
- failure of operating and safety systems causing disruption to the operation of our toll roads;
- dependence on the services of key contractors and suppliers for development and construction activities and for the provision of tolling, customer services, operations and maintenance services, road management and control systems;
- existence and development of, or changes to, competing roads, feeder roads and other means of transportation;
- a failure of key operating systems, including tolling systems, which adversely impacts our ability to make a road available or collect toll revenues;
- changes in government policy with respect to transport, infrastructure and contracting methodology adversely affecting our ability to make new acquisitions and develop new projects;
- breach of our obligations under key authorisations and licences that we hold to conduct our business;
- deterioration in our relationships with governments;

- loss of our social licence to operate and any negative perceptions of our company or toll roads generally;
- the uncertainty of the long-term impact of changed travel behaviour following the COVID-19 pandemic on our business;
- impacts caused by climate change, including severe weather events and regulatory changes;
- failure to develop and implement new information technology systems and enhance existing systems to improve our operating efficiencies and maximise our revenue from our toll roads;
- changes in law or regulation, including the imposition of new or increased taxes or other governmental charges or levies, or restrictions or prohibitions on our right to levy tolls on our toll roads;
- adverse tax developments, including as a result of legislative change or interpretation, and changes to accounting standards;
- exposure to risks associated with financing arrangements and financial transactions, including sourcing new financing, refinancing our existing indebtedness and credit exposures on transactions with financial counterparties;
- exposure to interest rate risks;
- risks of accidents, incidents, terrorist attacks, protest activities and other events relating to our toll roads and cyber-attacks, and insurance policies not providing adequate protection against those and all other risks we face;
- potential for involvement in legal, regulatory and other proceedings and disputes arising from our business and operations, and being subject to various laws and regulations including in relation to competition, environmental, health and safety and labour regulations;
- risk that our assets become impaired;
- risks relating to our equity interests in certain Concessionaires;
- reliance on dividends, distributions, interest on and repayments of shareholder loans from our subsidiaries and assets which are not wholly owned, for funding;
- exposure to foreign exchange risks;
- reliance on key personnel;
- reliance on procurement, delivery and financing of information technology, maintenance and capital expenditure projects; and
- exposure to fraudulent and inappropriate employee behaviour.

We caution that the foregoing list of important factors is not exhaustive. Forward-looking statements are based upon management's good faith assumptions relating to the financial, market, industry, regulatory and other relevant environments and conditions that will exist and affect our business and operations in the future. We cannot give investors any assurance that the assumptions upon which management based its forward-looking statements will prove to be correct, or that our business and operations will not be affected in any substantial manner by other factors not currently foreseen or foreseeable by management or beyond its control. Such factors include, but are not limited to, natural disasters and epidemics, acts of war and terrorism, and escalations in geopolitical tensions and the impact of these and other events on toll road usage, global supply chains and economic growth.

Accordingly, investors are strongly cautioned not to place undue reliance on any forward-looking statement. These forward-looking statements speak only as of the date of this Offering Circular or, where a statement is made with reference to a specific date which precedes the date of this Offering Circular, that date, and we do not undertake any obligation to update or revise any of them, whether as a result of new information, future events or otherwise, except as required by law.

### **Cautionary note regarding industry data**

This Offering Circular contains market data and statistics, third-party estimates and other information (including industry forecasts and projections). We have obtained significant portions of this information from research prepared by third parties, including reports and data prepared by government agencies, as well as our analysis of such information.

The industry and market data contained in this Offering Circular is based on estimates and assumptions that we believe to be reasonable. These estimates involve risks and uncertainties and are subject to change based on various factors, including those described in the “*Risk factors*” section. Although we believe the third-party market data estimates and projections to be reliable, we have not independently verified such information or the underlying economic assumptions relied upon therein, and we cannot guarantee or assure you as to its accuracy or completeness or as to the accuracy or completeness of any underlying assumptions used in preparing such information.

Investors should note that industry data and statistics are often based on extrapolating from limited data and subject to a range of limitations and possible errors, including errors in data collection and the possibility that relevant data has been omitted. Certain of the data and statistics are based on market research, which itself is based on sampling and subjective judgements by both the researchers and the respondents, including judgements about what types of products and transactions should be included in the relevant market. As a result, this data is subject to uncertainty and not necessarily reflective of actual market conditions. To the extent the information relates to future events, it is subject to additional risks and uncertainties and may change as a result of various factors as described elsewhere within this Offering Circular. In particular, estimates, forecasts and projections involve risks and uncertainties and are subject to change based on factors discussed above and elsewhere herein.

## REFERENCE TO CREDIT RATINGS

There are references in this Offering Circular to “credit ratings”. A credit rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the relevant credit rating agency. Each rating should be evaluated independently of any other rating.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act; and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Offering Circular, and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it. See also “*Risk Factors—Risks related to the market generally—Credit ratings may not reflect all risks*”.



## STAPLED STRUCTURE

### Overview

We operate under a stapled structure and our triple-stapled securities trade on the ASX under the code “TCL”. Each of our stapled securities comprise a share in THL, a unit in THT and a share in TIL. This triple-stapled security structure was established through a corporate restructure in January 2007. Each of THL’s and TIL’s shares and the unit in THT are quoted and trade as a single security on the ASX and cannot be traded separately. THL, THT and TIL are governed by boards that have common membership and are managed by the same senior management team.

### Trusts and managed investment schemes in Australia

An Australian trust or managed investment scheme, which is a form of trust that is regulated under the Corporations Act (each, an **Australian Trust**), is not a legal entity and can only act through individuals or corporate entities acting in the capacity of trustee or responsible entity for such Australian Trust. Obligations undertaken by a trustee or responsible entity on behalf of an Australian Trust are those of the trustee or responsible entity personally (subject to limitation clauses, discussed below), but the trustee or responsible entity is entitled to have any liabilities it incurs in its capacity as trustee or responsible entity, except in limited circumstances, satisfied out of the assets of such Australian Trust through a right of indemnity. This right is afforded a priority in respect of the assets of such Australian Trust as against the Australian Trust beneficiaries. Unsecured creditors of a trustee or responsible entity who incurred the debts in that capacity have no direct claim upon the assets of the relevant Australian Trust, but are entitled to be subrogated to the trustee or responsible entity’s right of indemnity. In the usual course, as a result of limitation clauses, except in limited circumstances, Australian Trust creditors do not have access to the assets held by the trustee or responsible entity in its personal capacity, or any assets held as trustee of or responsible entity for another trust or managed investment scheme.

An action against an Australian Trust for the payment of money or otherwise would therefore need to be instituted against the trustee or responsible entity of the Australian Trust and not against the Australian Trust itself. If the trustee or responsible entity, as trustee or responsible entity of the Australian Trust, was liable for the payment of money, and was properly entitled to exercise its right of indemnity, such payment would be made out of the assets of such Australian Trust (and the creditors could subrogate to that right in the insolvency of the trustee or responsible entity). A trustee or responsible entity may impair or lose its right of indemnity in circumstances where the trustee or responsible entity acts in breach of the terms of trust or outside its authority or, in the case of a managed investment scheme, otherwise than in the proper performance of its duties.

### Capacity of certain Security Providers

THT is a managed investment scheme and is registered under the Corporations Act. TIML, a wholly owned subsidiary of THL, is the responsible entity for THT. TIML guarantees the Notes in its capacity as responsible entity for THT. The liability of TIML is limited to and can be enforced against it only to the extent that such liability can be satisfied out of the assets of THT from which TIML is actually indemnified for its liability.

TCS, a wholly owned subsidiary of THL, is the trustee for THT. The liability of TCS is limited to and can be enforced against it only to the extent that such liability can be satisfied out of the assets of THT from which TCS is actually indemnified for its liability.

*See “Risk Factors—Risks related to the security arrangements—Except in limited circumstances, the liability of TIML as responsible entity for THT and TCS as trustee of THT will be limited to the extent to which such liability can be satisfied out of the assets of the relevant trust”.*

## FINANCIAL INFORMATION PRESENTATION

### Historical financial information

The historical consolidated financial information of THL for HY2024, HY2023, FY2023, FY2022 and FY2021 included in this Offering Circular has been prepared in accordance with the Corporations Act, Australian Accounting Standards (AAS) and other authoritative pronouncements of the Australian Accounting Standards Board (AASB), including interpretations issued by the AASB, and comply with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board.

AAS and IFRS differ from generally accepted accounting principles in the United States ('U.S. GAAP'), and those differences may be material to the financial information contained in this Offering Circular. We have not provided a quantitative reconciliation or narrative discussion of these differences in this Offering Circular. In making an investment decision, investors must rely on their own examination of our results and consult with their own professional advisors for an understanding of the differences between AAS and IFRS and U.S. GAAP and how those differences might affect the financial information contained in this Offering Circular.

The historical financial information included in this Offering Circular has been rounded to the nearest million dollars, unless stated otherwise. Data used for calculating percentage movements has been based on whole actual numbers. Unless the context otherwise requires, references to "FY2024", "FY2023", "FY2022", "FY2021", "FY2020", "FY2019", "FY2018", "FY2017", "FY2016", "FY2015", "FY2014" and "FY2013" in this Offering Circular are to the fiscal years ended June 30, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014 and 2013, respectively, and references to "HY2024" and "HY2023" are to the six months ended December 31, 2023 and 2022, respectively.

Under *ASIC Corporations (Stapled Group Reports) Instrument 2015/838*, we have elected to present the consolidated financial statements of THL and its controlled entities in one section (Section A of our financial statements for HY2024, FY2023 and FY2022 included in this Offering Circular) and the consolidated financial statements of THT and TIL and their respective controlled entities in a separate section (Section C of our financial statements for HY2024, FY2023 and FY2022 included in this Offering Circular).

### Going concern assumption

The consolidated financial statements included in this Offering Circular have been prepared on a going concern basis of accounting, which assumes the continuity of normal operations, in particular over the next 12 months from the date of release of each report. This is notwithstanding that the consolidated balance sheet of THL indicates a net current liability position as at December 31, 2023 of A\$1,961 million (June 30, 2023: A\$755 million).

In determining the appropriateness of the going concern basis of preparation, the Directors have considered the uncertainties related to the macroeconomic environment on the Group's liquidity and operations. The Directors consider near-term interest rate fluctuations to be primarily limited to new debt facilities due to the Group's hedging policy and profile. In addition, a number of the Group's toll roads permit toll escalations of CPI or greater which provides revenue protection in an inflationary environment.

The Group has assessed cash flow forecasts and its ability to fund THL's net current liability position as at December 31, 2023. This assessment indicated that the Group is expected to be able to continue to operate within available liquidity levels and the terms of its debt facilities, and to fund THL's net current liability position as at

December 31, 2023, for the 12 months from the date of the report on the interim consolidated financial statements for HY2024.

Refer to Note B2 to our interim consolidated financial statements for HY2024 and Note B3 to our consolidated financial statements for FY2023 for further detail of the basis of preparation of our financial statements on a going concern basis.

### **Non-GAAP measures**

In addition to the financial statements presented in accordance with AAS and IFRS contained in this Offering Circular, certain “non-GAAP financial measures” (as defined in Regulation G under the Securities Act) have been included in this Offering Circular.

These measures include:

- **Capital expenditure**, which is defined as cash spent on new or upgraded road projects, maintenance activities and property, plant and equipment consistent with the consolidated statement of cash flows of THL;
- **EBITDA**, which is defined as earnings before depreciation, amortisation, net finance costs and income taxes;
- **FCF or Free Cash Flow**, which is the primary measure we use to assess our cash generation. It represents the cash available for distributions to our security holders. We calculate Free Cash Flow as follows:
  - statutory cash flow from our operating activities
  - add back transaction and integration costs related to acquisitions and disposals
  - add back payments for maintenance of intangible assets
  - less allowance for maintenance of intangible assets for 100% owned assets
  - add capital releases from 100% owned assets
  - less debt amortisation of 100% owned assets
  - less cash flow from operating activities from consolidated non-100% owned assets
  - add distributions and shareholder loan note principal and interest payments received from non-100% owned entities;
- **Proportional debt**, which is defined as the debt of our controlled entities and equity accounted joint ventures multiplied by our percentage ownership of each such entity. Our Proportional debt includes debt from our corporate function;
- **Proportional EBITDA**, which is defined as the aggregation of EBITDA from each of our toll road assets multiplied by our percentage ownership of each toll road asset. Our Proportional EBITDA includes EBITDA from our corporate function;
- **Proportional EBITDA margin**, which is defined for the Group as Proportional EBITDA divided by Total proportional revenue<sup>1</sup>;

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<sup>1</sup> Proportional EBITDA margin has been calculated using Proportional EBITDA, excluding transaction and integration costs of A\$24 million for FY2021.

- **Proportional EBITDA margin**, which is defined for each segment, geographical region and asset as Proportional EBITDA divided by Proportional toll revenue<sup>1</sup>;
- **Proportional net costs**, which we use to determine short-term incentive outcomes, is defined as the aggregation of total costs less fee and other revenues from each of our toll road assets multiplied by our percentage ownership in each toll road asset, as well as any contribution from Group functions; for STI purposes, Proportional net costs exclude significant events, specific major development and legal project spend, transaction and integration costs and the impact of unbudgeted new assets or divestments;
- **Proportional other revenue**, which is defined as the aggregation of our other revenue from each of our toll road assets multiplied by our percentage ownership in each toll road asset;
- **Proportional toll revenue**, which is defined as the aggregation of our toll and fee revenue from each of our toll road assets multiplied by our percentage ownership in each toll road asset; and
- **Total proportional revenue**, which is defined as the aggregation of our toll, fee and other revenue from each of our toll road assets multiplied by our percentage ownership in each toll road asset.

We believe that these non-GAAP financial measures provide useful supplemental measures to examine the underlying performance of our business, and management considers these metrics in assessing our operating performance. These measures, however, should not be considered to be an indication of, or alternative to, corresponding measures determined in accordance with AAS. In addition, such measures may not be comparable to similar measures presented by other companies.

## Segment results

In the segment information provided to our executive committee, segments are defined by the four geographic regions in which we operate, being Melbourne, Sydney and Brisbane in Australia, and North America. The Greater Washington Area and Montreal toll roads together make up the North America segment. Our corporate function is not an operating segment under the requirements of AASB 8 Operating Segments (AASB 8), as its revenue generating activities are only incidental to our business.

Our executive committee assesses the performance of the jurisdictions in which we operate based on Proportional EBITDA, as defined above. See “*Operating and financial review*” for further information on our segment results.

## Basis of preparation and significant changes

### Proportional reclassification

From July 1, 2023, reimbursement of management and tolling services provided to our non-controlled assets (including STP JV, NWRG, Transurban Chesapeake and A25) has been reclassified from other revenue to offset the underlying cost within our proportional results. This is consistent with the reporting of similar charges to our controlled entities (Transurban Queensland and Eastern Distributor) and more accurately reflects the revenue and cost base. As a result of this reclassification, proportional revenue and cost have been adjusted by an equivalent, offsetting amount, and therefore the reclassification has no impact on Proportional EBITDA. Similarly, segment-level, region-level and asset-level Proportional EBITDA margins, which are calculated using Proportional toll revenue, are not affected by the reclassification. However, Proportional EBITDA margin for the Group is impacted, as it is calculated using Proportional total revenue which has been adjusted. Presentation of comparative amounts in historical periods have been restated, where applicable, to conform to the current period presentation. There is no change to statutory reporting.

## **Significant items**

During FY2023, we changed our accounting policy so that significant items are no longer presented in our financial statements. We believe this new presentation simplifies the information in our financial statements, so that our statutory accounting results are presented without highlighting one-time changes or non-recurring events. There was no impact to our financial statements for the year ended June 30, 2023 as a result of this change in accounting policy, as it relates to presentation only. There were no items presented as significant items for the prior year ended June 30, 2022.

For the year ended June 30, 2021, total statutory significant items amounted to a A\$5,120 million gain before tax (A\$3,722 million gain after tax) and total proportional significant items amounted to a A\$24 million loss before tax (A\$24 million loss after tax). Significant items for the year ended June 30, 2021 included A\$5 million relating to the integration costs of the acquired A25 and M5 West included within total expenses (statutory and proportional), A\$1 million relating to the integration of WestConnex acquired by the STP JV included within statutory share of loss of equity accounted investments and proportional total expenses, A\$18 million relating to the transaction costs on disposal of controlling interest in Transurban Chesapeake included within statutory profit from discontinued operations and proportional total expenses, and A\$5,144 million relating to the gain on disposal of controlling interest in Transurban Chesapeake included in the statutory profit from discontinued operations. The income tax expense associated with these significant items was A\$1,398 million for the year ended June 30, 2021.

## **Changes in the composition of the Transurban Group**

### *Termination of Maryland Express Lanes project*

On March 10, 2023, we announced that AM Partners decided not to proceed with the Maryland Express Lanes project and as a result terminated the predevelopment agreement with the Maryland Department of Transportation. The termination triggered an impairment assessment and the carrying amount of the equity accounted investment in AM Partners was impaired from A\$6 million to zero, after recognising the Group's share of equity accounted losses (inclusive of impairment) in AM Partners. Refer to Note B25 to our consolidated financial statements for FY2023 incorporated by reference in this Offering Circular for more information.

### *Sale of 50% interest in the A25*

On February 28, 2023, we completed the sale of 50% of our equity interest in the A25 to CDPQ for gross sale proceeds of C\$355 million. CDPQ is a strategically aligned Quebec-based global investment group with a track-record of working alongside us in Sydney through its co-investment in WestConnex.

We recognised a pre-tax gain on sale of A\$41 million in FY2023. After the recognition of the related income tax, which predominantly comprises deferred tax (non-cash timing differences) relating to the Group's retained 50% equity accounted investment, we recognised a post-tax loss on disposal of A\$94 million in FY2023. A25 is not considered to meet the criteria for classification as a discontinued operation given its relative size to the Group. Refer to Note B24 to our consolidated financial statements for FY2023 incorporated by reference this Offering Circular for more information.

### *Group equity issuance and equity injection to STP JV*

In October 2021, we completed a fully underwritten pro-rata accelerated renounceable 1 for 9 entitlement offer. We used the total gross proceeds of A\$4,216 million (A\$4,150 million net of costs and tax) to partly fund our

contribution to the acquisition of the remaining 49% equity stake in WestConnex by the STP JV, which was completed on October 29, 2021.

To fund the acquisition, we contributed A\$4,856 million of equity to the STP JV and also acquired shareholder loan notes issued by the STP JV with a face value of A\$699 million. Our equity interest in STP JV remains at 50%. Our proportional equity interest in WestConnex through our equity investment in STP JV increased from 25.5% to 50% on October 29, 2021. Refer to Note B25 to our consolidated financial statements for FY2022 incorporated by reference in this Offering Circular for more information.

*Sale of 50% interest in Transurban Chesapeake*

On March 31, 2021, we completed the sale of 50% of our equity interest in Transurban Chesapeake for gross sale proceeds of U.S.\$2.1 billion. Transurban Chesapeake has been presented as a discontinued operation in our income statement through March 31, 2021, and on March 31, 2021, the Group's controlling interest in Transurban Chesapeake was disposed of and deconsolidated from the Group, resulting in a gain on sale of A\$3,726 million. From March 31, 2021 the retained 50% equity interest in Transurban Chesapeake is equity accounted and the Group's share of losses from the equity accounted investment have been recorded as part of our continuing operations.

As Transurban Chesapeake represents the majority of our North American revenue and assets, we re-classified our previous interest in Transurban Chesapeake as a discontinued operation up to the date of disposal in FY2021. Financial information disclosed in relation to discontinued operations includes consolidation adjustments, net finance costs and income tax benefit (current tax and taxable temporary differences) that are recorded outside of the legal entities which form Transurban Chesapeake (such entities being Transurban Chesapeake LLC, Capital Beltway Express LLC and 95 Express Lanes LLC) as they are directly related to the performance of the disposal group and the accounting for the transaction upon financial close. The contribution of discontinued operations was included within the Group's consolidated statement of comprehensive income and consolidated statement of cash flows for FY2021 up to the date of the disposal.

Refer to Notes B24 and B25 to our consolidated financial statements for FY2022 incorporated by reference in this Offering Circular for more information.

## DEFINITIONS

In this Offering Circular, all references to the “**Transurban Group**”, the “**Group**”, “**we**”, “**us**” and “**our**” and similar expressions refer to, individually or collectively as the context requires, the Security Providers and their respective controlled entities, including the Issuer. This Offering Circular also uses the following defined terms:

- **A25 Concessionaire** means Concession A25, S.E.C.;
- **ADT** means average daily traffic, which for CityLink in Melbourne means Average Daily Transactions and for all other assets means Average Daily Trips;
- **AM Partners** means Accelerate Maryland Partners LLC, in which Transurban (USA) Operations Inc. owns a 60% interest and Macquarie Infrastructure Developments LLC (**Macquarie Capital**) owns 40%;
- **ASIC** means Australian Securities and Investments Commission;
- **ASX** means the Australian Securities Exchange operated by ASX Limited;
- **AustralianSuper** means AustralianSuper Pty Limited as trustee of AustralianSuper;
- **Average Daily Transactions** with respect to CityLink are calculated by dividing the total number of transactions by the number of days in the period. A single continuous trip on CityLink can consist of between one and six transactions, depending on which toll points a vehicle passes through on the toll road;
- **Average Daily Trips** are calculated by dividing the total number of trips on each toll road (other than CityLink) by the number of days in the period. A trip represents a vehicle passing through one or more gantries in a continuous journey on the relevant road;
- **Brisbane Toll Roads** means the Gateway and Logan Motorways, Clem7, Go Between Bridge, Legacy Way and AirportlinkM7;
- **CAGR** means compound annual growth rate;
- **CBD** means central business district;
- **CDPQ** means Caisse de dépôt et placement du Québec;
- **CHF** means Swiss Franc;
- **CityLink Concessionaires** means CityLink Melbourne Limited and the CityLink Trust (through its trustee, Transurban Infrastructure Management Limited);
- **Code** means U.S. Internal Revenue Code of 1986, as amended;
- **Concession Agreement** means each concession agreement entered into with a relevant government entity;
- **Concessionaire** means each relevant Transurban Group entity that is a party to a Concession Agreement;
- **Corporations Act** means the *Corporations Act 2001* (Cth);
- **CPI** means, unless specified otherwise, the All Groups Consumer Price Index Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics;
- **CPP Investments** means Canada Pension Plan Investment Board;
- **EUR** means Euro;

- **Finance Trust** means TCS as trustee of TFT;
- **Fitch** means Fitch Australia Pty Ltd, a subsidiary of Fitch Group, Inc., and its successors;
- **Greater Washington Area** means northern Virginia, Washington D.C., areas of Maryland and the surrounding metropolitan area;
- **Greater Washington Area Toll Roads** means 495 Express Lanes, 95 Express Lanes and 395 Express Lanes;
- **Guarantors** means, collectively, THL, THT, TIL and TL;
- **Holdings Trust** means Transurban Holding Trust;
- **HOT** means high occupancy toll;
- **Linkt** means the tolling retail brand operating in Australia;
- **M4 Motorway** means both the M4 West Motorway and the M4 Tunnels following the completion of Stages 1A and 1B of the WestConnex project;
- **M4 Tunnels** means the motorway section of three lanes in each direction, from Homebush Bay Drive, Homebush to Parramatta Rd and City West Link (Wattle St) at Haberfield;
- **M4 West Motorway** means the section of M4 Motorway from Parramatta to Homebush widened as part of Stage 1A of the WestConnex project;
- **M4 WestConnex Concession** means the concession for Stage 1 of the WestConnex project, which is comprised of the M4 West Motorway and the M4 Tunnels;
- **M4-M5 Link WestConnex Concession** means the concession for Stage 3 of the WestConnex project, which is comprised of the M4-M8 Link Tunnels and the Rozelle Interchange;
- **M4-M8 Link Motorway** means the M4-M8 Link Tunnels and the Rozelle Interchange following the completion of Stages 3A and 3B, respectively, of the WestConnex project;
- **M4-M8 Link Tunnels** means the tunnels linking the M4 Motorway at Haberfield and the M8 Motorway at St Peters;
- **M5 East Motorway** means the motorway linking the M5 West Motorway at King Georges Road to General Holmes Drive;
- **M5 WestConnex Concession** means the concession for Stage 2 of the WestConnex project which is currently comprised of the M8 Motorway and the M5 East Motorway. The M5 West Motorway will also form part of this concession from December 2026 when the existing concession expires;
- **M5 West Motorway** means the motorway connecting the M5 East Motorway and M8 Motorway to WestLink M7 currently covered by the M5 West Motorway Concession Agreement;
- **M8 Motorway** (formerly known as the New M5) means the new motorway between Kingsgrove and the new St Peters Interchange;
- **MDOT** means the Maryland Department of Transportation;
- **Melbourne Toll Road** means CityLink, as well as the West Gate Tunnel where applicable in the relevant context;



- **Moody's** means Moody's Investors Service Pty Ltd, a subsidiary of Moody's Corporation, and its successors;
- **North America** means the Greater Washington Area and Montreal;
- **NOK** means Norwegian Krone;
- **NWRG** means the NorthWestern Roads Group;
- **Proportional** means the removal of a portion of results representing non-controlling interests in our controlled roads from our statutory results and the inclusion of a portion of results representing our interests in non-controlled (equity accounted) assets;
- **Queensland Franchisees** means Queensland Motorways Pty Limited, Gateway Motorway Pty Limited and Logan Motorways Pty Limited;
- **Rozelle Interchange** means the new interchange that links the M4 Motorway to the Anzac Bridge and the M8 Motorway to the City West Link and Victoria Road, and includes an underground toll-free bypass of Victoria Road known as the Iron Cove Link;
- **S&P** means Standard & Poor's (Australia) Pty Ltd, a division of S&P Global Inc., and its successors;
- **Security Provider** means:
  - (a) the Issuer;
  - (b) Finance Trust;
  - (c) Holdings Trust;
  - (d) THL;
  - (e) Transurban Limited;
  - (f) TIL;
  - (g) Transurban Collateral Security Pty Ltd (in its personal capacity); and
  - (h) any other security provider as defined in the Security Trust Deed;
- **STP JV** means the Sydney Transport Partners joint venture, which is the Sydney Transport Partners consortium comprising Transurban (50%), AustralianSuper (20.5%), CPP Investments (10.5%), CDPQ (10%) and Tawreed (9%);
- **Sydney Toll Roads** means Hills M2, Lane Cove Tunnel, Cross City Tunnel, Eastern Distributor, Westlink M7, M5 West Motorway, NorthConnex and WestConnex;
- **Tawreed** means Tawreed Investments Limited, a wholly owned subsidiary of Abu Dhabi Investment Authority;
- **TCS** means Transurban Collateral Security Pty Ltd (ABN 26 097 586 797);
- **TEU** means twenty-foot equivalent units;
- **TFT** means Transurban Finance Trust (ABN 55 260 945 163);
- **THL** means Transurban Holdings Limited (ABN 86 098 143 429);
- **THT** means the Transurban Holding Trust (ABN 30 169 362 255);

- **TIFIA** means Transportation Infrastructure Finance and Innovation Act;
- **TIL** means Transurban International Limited (ABN 90 121 746 825);
- **TIML** means Transurban Infrastructure Management Limited (ABN 27 098 147 678);
- **TL** means Transurban Limited (ABN 96 098 143 410);
- **Transurban Chesapeake** means Transurban Chesapeake LLC, the joint venture entity that owns 100% of the entities that developed, built, financed and now operate and maintain the 95 Express Lanes (including the Fredericksburg Extension), 395 Express Lanes and 495 Express Lanes (including the Northern Extension which is under construction). Transurban Chesapeake is comprised of the following members: Transurban (50% interest), AustralianSuper (25% interest), CPP Investments (15% interest) and UniSuper (10% interest);
- **Transport for NSW** means the government authority responsible for the government-owned road network in New South Wales (**NSW**) (formerly known as the Roads and Maritime Services New South Wales (**RMS**) and the Roads and Traffic Authority of NSW);
- **Transurban Queensland** means the business formerly known as the Queensland Motorway Group which was acquired by a Transurban-led consortium in July 2014;
- **VDOT** means the Virginia Department of Transportation;
- **Washington Metro Area** means the Washington-Arlington-Alexandria, DC-VA-MD-WV metropolitan statistical area;
- **WestConnex** means, as of the date of this Offering Circular, the M4 Motorway, M5 East Motorway, M8 Motorway and M4-M8 Link Motorway, collectively; and
- **WestConnex Concession** means the M4 WestConnex Concession, M4-M5 Link WestConnex Concession and M5 WestConnex Concession, collectively.

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## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are issued from time to time after the date of this Offering Circular shall be incorporated in, and form part of, this Offering Circular:

- (a) the audited consolidated annual and unaudited consolidated interim financial statements financial statements of the Transurban Group consisting of Transurban Holdings Limited (ABN 86 098 143 429) (**THL**), Transurban International Limited (ABN 90 121 746 825) (**TIL**) and Transurban Infrastructure Management Limited (ABN 27 098 147 678) (**TIML**) as responsible entity of the Transurban Holding Trust (**THT**) and their respective controlled entities (together, the **Transurban Group**), for the financial years ended June 30, 2023, 2022 and 2021 and the half year ended December 31, 2023, together with the audit and review reports prepared in connection therewith;
- (b) the most recently published audited consolidated annual financial statements and, if published later, the most recently published unaudited consolidated interim financial statements (if any) of the Transurban Group, in each case together with any audit or review reports prepared in connection therewith (where relevant);
- (c) the 2023 Annual Report of the Transurban Group; and
- (d) all supplements (other than the Final Terms) or amendments to this Offering Circular circulated by the Issuer from time to time.

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.

**Any published unaudited interim financial statements of the Transurban Group which are, from time to time, deemed to be incorporated by reference in this Offering Circular will have been reviewed (in accordance with ASRE 2410 *Review of a Financial Report Performed by the Independent Auditor of the Entity*) but not audited by the auditors of the Transurban Group. Accordingly, there can be no assurance that, had an audit been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.**

The Issuer will provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer at its registered office set out at the end of this Offering Circular.

Copies of documents incorporated by reference in this Offering Circular can be obtained from the registered office of the Issuer and from the specified offices of the Principal Paying Agent in accordance with the section entitled “*Documents Available*”.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Offering Circular will be published.*

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes*” shall have the same meanings in this “*Overview of the Programme*” section.

<b>Issuer</b>	Transurban Finance Company Pty Ltd (ABN 65 098 539 452)
<b>Risk Factors</b>	There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ” below. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under “ <i>Risk Factors</i> ” and include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of particular Series of Notes and certain market risks.
<b>Description</b>	Secured Euro Medium Term Note Programme
<b>Arrangers</b>	J.P. Morgan Securities plc (in respect of Notes other than AMTNs) J.P. Morgan Securities Australia Limited (in respect of AMTNs only)
<b>Dealers</b>	No dealers have been appointed as at the date of this Offering Circular. Pursuant to the Programme Agreement, the Issuer may from time to time appoint dealers either in respect of one or more Tranches or in respect of the whole Programme or terminate the appointment of any dealer under the Programme.
<b>Certain Restrictions</b>	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”) including the following restriction applicable at the date of this Offering Circular.  <b>Notes having a maturity of less than one year</b>  Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “ <i>Subscription and Sale</i> ”.
<b>Trustee</b>	The Bank of New York Mellon, London Branch (in respect of Notes other than AMTNs)
<b>AMTN Trustee</b>	BNY Trust Company of Australia Limited (ABN 49 050 294 052)

<b>Security Trustee</b>	BTA Institutional Services Australia Limited (ABN 48 002 916 396)
<b>Principal Paying Agent</b>	The Bank of New York Mellon, London Branch (in respect of Notes other than AMTNs)
<b>Paying Agent in respect of AMTNs</b>	BTA Institutional Services Australia Limited (the <b>Australian Agent</b> )
<b>Registrar</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch (in respect of Notes other than AMTNs) and BTA Institutional Services Australia Limited (in respect of the AMTNs)
<b>Transfer Agent</b>	The Bank of New York Mellon SA/NV, Luxembourg Branch
<b>Programme Size</b>	Up to U.S.\$10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the size of the Programme in accordance with the terms of the Programme Agreement.  The Programme Agreement provides for the U.S. dollars equivalent of any Note denominated in another currency to be determined on or around the date agreement is reached to issue those Notes or, if the Agreement Date is not a date that commercial banks and foreign exchange markets are open for general business in London, on the preceding day on which commercial banks and foreign exchange markets are open for general business in London.
<b>Security</b>	The obligations of the Issuer under the Notes are secured (as described in Condition 4 of the Terms and Conditions of the Notes and in the security trust deed originally dated June 28, 2002 executed by the Security Trustee, the Issuer and others (as most recently amended by an amendment deed dated July 28, 2017 and as may be updated and/or amended and/or supplemented and/or restated from time to time in accordance with its terms) (the <b>Security Trust Deed</b> )) by the charge granted by the Issuer in favour of the Security Trustee (the <b>Issuer Charge</b> ), the charge granted by Finance Trust (as defined below) in favour of the Security Trustee (the <b>Finance Trust Charge</b> ) and the limited recourse Holdings Trust Charge (as defined in the Security Trust Deed). THL, TIL and THT guarantee the obligations of the Issuer and the charges and the general security agreement granted by each of THL, TIL and THT (each a <b>Parent Security</b> ) secure their respective obligations under the guarantees given by them. Transurban Limited (ABN 96 098 143 410) ( <b>TL</b> ) has also guaranteed the obligations of the Issuer and the charge granted by TL secures its obligations under this guarantee (the <b>TL Security</b> ). THL, TIL and THT have also granted further share and unit mortgages and share security deeds to secure their obligations under their guarantees (the <b>Share and Unit Mortgages</b> ). The Security Trustee holds the guarantees given to it for a defined class of beneficiaries, including (by virtue of an accession certificate dated October 27, 2011 executed by the Trustee and the Security Trustee (the <b>Accession Certificate</b> )) the holders of the Notes (other than AMTNs) and (by virtue of an accession certificate dated August 30, 2017 executed by the AMTN Trustee and the Security Trustee (the <b>AMTN</b>

**Accession Certificate**)) the holders of the AMTNs, in accordance with the Security Trust Deed. The Security Trustee holds the benefit of the Issuer Charge, the Finance Trust Charge, the limited recourse Holdings Trust Charge, the Parent Securities, the TL Security and Share and Unit Mortgages as security for the obligations of the Issuer and the Finance Trust and the obligations of THL, TIL, THT and TL under the relevant guarantee (as applicable) for a defined class of beneficiaries, including (by virtue of the Accession Certificate) the Trustee and the holders of the Notes (other than AMTNs) and (by virtue of the AMTN Accession Certificate) the AMTN Trustee and the holders of the AMTNs, in accordance with the Security Trust Deed. By enforcing its rights under the Issuer Charge, the Finance Trust Charge, the limited recourse Holdings Trust Charge, each Parent Security, the TL Security and the Share and Unit Mortgages, the Security Trustee will be able to appoint a Controller (as defined in the Corporations Act 2001 of Australia) or otherwise enforce or take steps to enforce the Issuer Charge, the Finance Trust Charge, the limited recourse Holdings Trust Charge, each Parent Security, the TL Security or the Share and Unit Mortgages as directed in writing by the Majority Secured Creditors (as defined in the Security Trust Deed) in accordance with the Security Trust Deed.

The Security Trust Deed, the Issuer Charge, the Finance Trust Charge, the limited recourse Holdings Trust Charge, each Parent Security, the TL Security and the Share and Unit Mortgages are governed by the laws of Victoria, Australia.

<b>Distribution</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Currencies</b>	Notes may be denominated in, subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.
<b>Redenomination</b>	The applicable Final Terms may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination are contained in Condition 5.
<b>Maturities</b>	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
<b>Issue Price</b>	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
<b>Form of Notes</b>	The Notes will be issued in bearer or registered form as described in “ <i>Form of the Notes</i> ”. Registered Notes will not be exchangeable for Bearer Notes and <i>vice versa</i> .
<b>Fixed Rate Notes</b>	Fixed Rate Notes will bear interest at a fixed rate per annum specified in the applicable Final Terms. Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such

Day Count Fraction as may be agreed between the Issuer and the relevant Dealer, as indicated in the applicable Final Terms.

**Floating Rate Notes**

Floating Rate Notes will bear interest at a rate determined separately for each Series as follows:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions or the 2021 ISDA Definitions (each as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the Issuer and the relevant Dealer.

The applicable method and the margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes and will be specified in the applicable Final Terms.

**Index Linked Notes**

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree and specified in the applicable Final Terms.

**Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes**

Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer and specified in the applicable Final Terms.

**Dual Currency Notes**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree and specified in the applicable Final Terms.

**Zero Coupon Notes**

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

**Redemption**

The applicable Final Terms will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or



the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

The applicable Final Terms may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Final Terms.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see “*Certain Restrictions—Notes having a maturity of less than one year*” above.

### **Denomination of Notes**

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “*Certain Restrictions—Notes having a maturity of less than one year*” above, save that the minimum denomination of each Note admitted to trading on a regulated market within the EEA or offered to the public in a Relevant State in circumstances which would otherwise require the publication of a prospectus under Regulation (EU) 2017/1129 (as amended from time to time, the **Prospectus Regulation**) will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

AMTNs will be issued in a single denomination as specified in the Final Terms save that:

- (i) the aggregate consideration payable to the Issuer by each offeree is at least A\$500,000 (or the equivalent in another currency and disregarding moneys lent by the Issuer or its associates to the purchaser) or the issue results from an offer or invitation of those Notes which otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the issue is not to a “retail client” for the purposes of section 761G of the Corporations Act;
- (iii) the issue complies with all other applicable laws; and
- (iv) the issue does not require any document to be lodged with the Australian Securities and Investments Commission or ASX Limited.

### **Taxation**

All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction unless required by law, as provided in Condition 9. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 9, be required to pay additional amounts to cover the amounts so deducted.

### **Negative Pledge**

The terms of the Notes will contain a negative pledge provision as further described in Condition 4.

<b>Cross Acceleration</b>	The terms of the Notes will contain a cross acceleration provision as further described in Condition 11.
<b>Status of the Notes</b>	The Notes will constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) in priority to all other unsecured obligations of the Issuer, from time to time outstanding.
<b>Rating</b>	Notes to be issued under the Programme are expected to be rated “BBB+” by Standard & Poor’s and “Baa1” by Moody’s. Fitch will, if applicable, rate Notes to be issued under the Programme on a Series-by-Series basis. Notes issued under the Programme may be rated or unrated. Where an issue of certain series of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme and (where applicable) such rating will be specified in the applicable Final Terms. A rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.
<b>Listing and admission to trading</b>	<p>Application will be made to the SGX-ST for permission to deal in and quotation for any Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Any admission of any Notes to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantors, their subsidiaries, their associated companies, the Programme or such Notes. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies).</p> <p>Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.</p> <p>The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.</p>
<b>Issuer’s Legal Entity Identifier</b>	54930081LPJMUMEA6E57
<b>Governing Law</b>	The Notes (other than AMTNs) and any non-contractual obligations arising out of or in connection with the Notes (other than AMTNs) will be governed by, and shall be construed in accordance with, English law. The AMTNs will be governed by, and shall be construed in accordance with, the laws of the State of Victoria, Australia. The Security Trust

## **Selling Restrictions**

Deed and each Security are governed by, and shall be construed in accordance with, the laws of the State of Victoria, Australia.

There are restrictions on the offer, sale and transfer of the Notes in the United States, Canada, the EEA, the United Kingdom, Japan, Hong Kong, Singapore, Australia, New Zealand, Switzerland and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see “*Subscription and Sale*”.

Where Bearer Notes are issued, such Bearer Notes will be issued in compliance with U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the **Code**)) (the **D Rules**) unless (i) the relevant Final Terms state that Notes are issued in compliance with U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (the **C Rules**) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (**TEFRA**), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which (although not exhaustive) could be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision. Prospective investors should also consult their own financial and legal advisers about risks associated with an investment in any Note issued under the Programme and the suitability of investing in such Notes in light of their particular circumstances.*

### **Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme**

#### **Technology systems owned or used by us may be subjected to cyber-attacks that could adversely affect our business and reputation**

Our technology systems, and those of our key suppliers, may be subjected to cyber-attacks that could adversely affect our business (including interruptions to tolling and collection services) and reputation. Cyber threats, such as advanced persistent threats, distributed denial of service, malware and ransomware, are continuously evolving, becoming more sophisticated and increasing in volume. Our staff work flexibly which involves a blend of in-person and remote working. To the extent our staff work remotely, this may increase information security risks. Cyber criminals may attempt to take advantage through pursuing exploits in end point security, spreading malware, and increasing phishing attempts. Although we take various measures to prevent or mitigate external breaches to our systems, including monitoring our technology networks, maintaining a strong cyber culture across our employees, and closely preparing for and testing our cybersecurity response processes, there is no guarantee that such measures will provide absolute security (for example, protection from incidents of human error). These risks, as well as the number and frequency of cybersecurity events globally, may also be heightened during times of geopolitical tension or instability between countries, including, for example, tensions between China and the United States, the ongoing war between Ukraine and Russia (from where a number of cybersecurity events have been alleged to have originated) and the ongoing regional conflict in the Middle East. Any unauthorised access to our technology systems as a result of cyber-attacks could result in the unauthorised release or misuse of confidential or proprietary information of ours, our employees or customers (see also “—*We obtain confidential information from our customers, the deliberate or inadvertent release of which could adversely affect our business and reputation*”). The occurrence of any such cyber-attack could have a material adverse effect on our reputation, business, operations, cash flow and financial condition.

#### **Reduced traffic volumes or an inability to grow traffic volumes on our toll roads could negatively affect our results of operations**

The volume of traffic using our toll roads is critical to the generation of our revenues and earnings. Any developments that reduce traffic volumes or inhibit the growth in traffic volumes below our traffic forecasts or growth expectations, or that reduce or result in slower growth of the volume of commercial vehicles leading to

an adverse change in mix of traffic, could have a material impact on our financial performance. Factors that affect traffic volumes on our toll roads, and consequently our earnings, include:

- the level of congestion, level of carpooling, tolls charged to users and any toll increases on the toll roads;
- the quality and state of repair of the toll roads, including any upgrades and any disruption as a result thereof (see “—*We may not be able to complete new development projects, enhance existing infrastructure or undertake information technology, maintenance and capital expenditure projects in the manner or within the timeframe and budget expected*”);
- the quality, state of repair, proximity and convenience of alternative public (toll-free) roads as well as the existence of other public transport infrastructure (see “—*We may be affected by the existence and development of, or changes to, competing roads, feeder roads and other means of transportation*”);
- the nature, extent and timing of the connections of our toll roads to other urban roads and regional highway networks;
- disruptions, changes to, or events (including events that affect public safety) that occur on our toll roads or on roads that connect to or feed into our toll roads;
- economic and fiscal conditions including fuel prices, taxation on road use and motor vehicle use, other costs associated with owning and operating a vehicle, inflation, interest rates and levels of employment in areas served by our toll roads (see “—*Our business and operations, and those of our suppliers and contractors, have been, and will likely continue to be, adversely affected by changes in geopolitical and general business and economic conditions, including disruption in financial markets*”);
- changing travel patterns and habits of private and commercial users of our toll roads (see “—*The long-term impact of changed travel behaviour following the COVID-19 pandemic is uncertain and may adversely impact our business*”);
- demographic and social conditions such as population growth, migration, land development programmes, social instability, changes in residential and commercial land use and general development in areas served by our toll roads;
- community and customer perception and sentiment regarding our toll roads (see “—*We rely on our social licence to operate and any negative perceptions of our company or toll roads generally may adversely affect our business and reputation*”);
- transport, environmental and corporate regulation and policy, including the impact of carbon reduction programmes, impact of autonomous vehicles, congestion taxes on urban travel, other measures to restrict motor vehicle use and government transport and urban management policies and strategies (see “—*Changes in law or regulation, including the imposition of new or increased taxes or other governmental charges or levies, or restrictions or prohibitions on our right to levy tolls on our toll roads, could materially adversely affect us*”);
- weather conditions, forest fires, flooding, natural phenomena (see “—*Climate change impacts, including severe weather events and regulatory changes, may have a material adverse effect on our business*”), pandemics (see “—*The long-term impact of changed travel behaviour following the COVID-19 pandemic is uncertain and may adversely impact our business*”), natural disasters and acts of terrorism; and
- reduced traffic volumes or an inability to grow traffic volumes including as a result of us carrying out brownfield upgrade/development work on our toll roads.

Many of these factors, including the number and classes of vehicles using our toll roads are, to a large extent, outside of our control. See “*Operating and financial review—Components of our financial results and their drivers—Traffic*” for more information of the impact of traffic volumes and traffic mix on our results of operations.

If our toll roads are unable to maintain or grow an adequate level of vehicle traffic, or if traffic volumes decrease or experience unexpected lower rates of growth than in previous periods, our business, financial condition, results of operations and cash flows may be materially adversely affected.

**Our business and operations, and those of our suppliers and contractors, have been, and will likely continue to be, adversely affected by changes in geopolitical and general business and economic conditions, including disruption in financial markets**

The global economy has been impacted by concerns over increasing geopolitical tension, including the war between Ukraine and Russia, the ongoing regional conflict in the Middle East and tensions between the United States and China, increasing global uncertainty, barriers to trade, inflationary pressures, central bank action to address inflation and changes in inflationary expectations, interest rates, volatility in the banking sector, disruption to global shipping lanes and supply chains and the constrained availability of goods and services generally. Although we do not operate in and do not currently have any material direct exposure to the Middle East, Russia, Ukraine or China, any prolonged market volatility or economic uncertainty could adversely affect our financial position. For example, the war in Ukraine has led to increased global uncertainty, a significant rise in energy costs, and volatility in global financial markets, as well as a deterioration in the general security situation globally. These geopolitical issues have also led to the implementation of economic security-related legislation and trade restrictions in many markets, including enhanced inbound and outbound investment screening mechanisms, anti-coercion instruments, sanctions, export controls and security-related industrial policy. It is possible that these circumstances may cause a deterioration of economic growth, prolonged global economic crisis or recession.

Our future growth prospects depend on demand for infrastructure projects, which in turn is impacted by overall economic conditions, the need for new or replacement infrastructure, the priorities placed on various projects funded by governmental entities and federal, state and local government spending levels. In particular, low tax revenues, credit rating downgrades, budget deficits and financing constraints, including access to sufficient funding and the cost of servicing, funding, and competing governmental priorities, could negatively impact the ability of government agencies to fund existing or new public infrastructure projects. In addition, any instability in the financial and credit markets could adversely impact the financial performance of our existing infrastructure projects or the viability of future infrastructure projects.

A significant slowdown or decline in economic conditions or uncertainty regarding the economic outlook globally or in any of the jurisdictions in which we operate (Australia, the United States, or Canada), could reduce demand for infrastructure projects which may adversely impact our future growth prospects. A potential recession could impact business confidence leading to reduced economic activity and increased unemployment which (when combined with increased costs of living) could result in a decrease in our traffic volumes and lead to reduced revenues. These events could also adversely impact the ability of customers to pay us on a timely basis or at all and/or the ability of our suppliers and contractors to perform obligations owed to us.

**We may in the future seek to acquire or develop additional assets or businesses and to integrate these into our business. Such acquisitions or developments could prove to be unsuccessful or may not generate the benefits we expect, and there is a risk that there may not be sufficient opportunities in the future to acquire or develop additional assets in the manner or within the timeframe in line with our strategy**

We have in the past expanded our portfolio through acquisitions or bids for new projects. In the future, we may seek to acquire or develop additional toll roads, assets or businesses.

There can be no assurance that such acquisitions or developments will be available, successful or generate the anticipated project cash flows and returns, benefits, synergies and efficiencies that we expect. We may incur substantial costs, delays or other operational or financial difficulties in acquiring, integrating, developing and/or managing additional assets or businesses, and any such investments may divert management's attention from the operation of our existing businesses.

Our ability to supplement our current portfolio of assets with new assets and to undertake additional developments on our existing assets is dependent on government policies with respect to ownership and operating models for transport and road infrastructure and oversight from various regulatory bodies, including the Australian Competition and Consumer Commission (ACCC) in Australia. Changes to government policies and adverse decisions from the ACCC could adversely impact our ability to grow our business in Australia. See "*—Our ability to make new acquisitions and develop new projects depend on supportive government policy*", "*—We are subject to various laws and regulations including in relation to competition, environmental, health and safety and labour regulations*" and "*Operating and financial review—Description of our Group—Components of our financial results and their drivers—Acquisitions and development projects*" for further information.

Additionally, we may encounter unanticipated events, government policy, circumstances or legal liabilities in connection with any investment, have difficulty financing or refinancing any investment and may be unable to service any increased indebtedness as a result of such investment. The occurrence of any of the risks relating to any such investment could materially adversely affect our business, results of operations and financial condition.

**The loss of a toll road asset for non-performance or default under a Concession Agreement, or as a result of government action, could materially adversely affect us**

The breach of a material obligation under a Concession Agreement and failure to remedy the breach could lead to the early termination of the relevant toll road concession. For example, a failure to comply with agreements with government counterparties that govern upgrade projects, or new toll road projects, could result in the termination of the underlying Concession Agreement or the government taking action to remove the benefit of funding sources for the relevant project.

Transport for NSW may terminate a WestConnex Concession Agreement for material breach by the relevant WestConnex concessionaire, and in other circumstances, including a failure by that WestConnex concessionaire to comply with certain specified obligations under the road operators coordination agreement or the integrated motorways coordination deed (being a material breach or non-compliance or an unauthorised closure default, which is notified as an event of default and not remedied within the remedy period), the insolvency of that WestConnex concessionaire or the insolvency of the integrated operations motorway contractor unless the contractor is replaced by a party acceptable to Transport for NSW.

The West Gate Tunnel Concession Agreement contains similar provisions, which provide that the West Gate Tunnel Concession Agreement may be terminated by the State of Victoria for breach by the West Gate Tunnel concessionaire, and in other circumstances, including the insolvency of the West Gate Tunnel concessionaire. This Concession Agreement may also be terminated upon insolvency of either the design and construct contractor or the operations and/or maintenance contractor working on the West Gate Tunnel project, unless that contractor is replaced by a party acceptable to the State of Victoria.

The WestConnex Concession Agreements may also be terminated by Transport for NSW and the West Gate Tunnel Concession Agreement may be terminated by the State of Victoria in no-fault circumstances, including

where a court has made a determination that cannot be overcome that prevents the relevant project from proceeding, a native title claim is made that prevents the relevant project from proceeding, or a subsisting uninsurable force majeure event occurs on the relevant project.

If one or more of our Concession Agreements were to be terminated early, the relevant toll road and associated infrastructure would revert to the relevant government body, which could materially adversely affect our business, cash flow, financial condition and results of operations.

**Our Concession Agreements contain mechanisms that regulate changes to the tolls that we can charge and permitted toll increases may not cover increases in our costs**

Our Australian and Canadian Concession Agreements contain mechanisms that regulate the tolls that can be charged for using the relevant toll road. The mechanism used generally provides for increases in tolls on a quarterly or annual basis by reference to inflation, measured by the quarterly consumer price index, or annual consumer price index of a specified geographic area. Under certain Concession Agreements, we do not have the right to increase tolls beyond the relevant rate of inflation. Where there is deflation, certain of the Concession Agreements may require us to reduce the tolls that can be charged to users of the relevant toll road. Additionally, for some Concession Agreements with inflation-linked tolls, tolls cannot be lowered as a result of deflation; however, an increase cannot occur until inflation offsets the previous deflation.

The price adjustment mechanisms in the Concession Agreements do not take account of changes in our operating, financing and other costs. Therefore, those operating, financing and other costs could increase at a greater rate than revenue from tolls and other fees charged to users of the toll roads, which could negatively impact our results of operations.

Under our United States Concession Agreements, tolls are not directly linked to inflation. These roads have variable tolls where the toll prices change dynamically to manage traffic demand and maintain a minimum speed flow, which is achieved by raising tolls when traffic is heavy and reducing tolls when traffic is light. If we fail to apply appropriate toll prices to effectively maintain traffic flow, usage on our toll road assets in the United States may not be optimised, and our revenues may be adversely affected as a result. In addition, any consistent failure to apply toll prices so that minimum speeds are maintained as referenced in our Concession Agreements and under United States federal law may result in increased regulatory oversight of the operation of our toll roads, which may impact our ability to autonomously set our toll prices.

In December 2021, the NSW Government commenced a Toll Road Pricing and Relief Reform Review, and in April 2023, announced new rebate schemes for motorists and established an Independent Toll Review (the **NSW Toll Review**) to examine and propose methods of enhancing the value and performance of Sydney's toll roads. The rebate schemes, which went into effect on January 1, 2024 and are to remain in effect for two years, include a A\$60 weekly toll cap for trips that meet certain eligibility criteria (including having a personal toll account and a privately registered vehicle) and rebates for "Class B" vehicles (exceeding 2.8 meters in height and 12.5 meters in length) of one-third of a trip travelled on the M5 East Motorway and M8 Motorway, with both rebate schemes to be funded by the NSW Government. The NSW Toll Review has invited public comment on further toll relief, including by conducting public hearings in July 2023, which we participated in, and with a discussion paper in June 2023, to which we responded with our own submission. In August 2023, the NSW Toll Review published a summary of these submissions as well as a public consultation report. The NSW Government is expected to receive interim recommendations from the NSW Toll Review in early 2024, with final recommendations estimated to be released in late 2024 to inform next steps. See "*—We rely on our relationships with governments*" and "*—Changes in law or regulation, including the imposition of new or increased taxes or other governmental charges or levies, or restrictions or prohibitions on our right to levy tolls on our toll roads, could materially adversely affect us for further risks related to government compensation*"



for further information. Current tolling arrangements for our toll roads are summarised in “*Business—Summary of Concession Agreements*”.

**We obtain confidential information from our customers, the deliberate or inadvertent release of which could adversely affect our business and reputation**

Our tolling arrangements and systems lead us to obtain personal and confidential information from our customers, including bank account and credit card details. The handling and retention of such information is regulated by various privacy laws and the Payment Card Industry Data Security Standard (PCI DSS). We are exposed to the risk of deliberate or inadvertent release of this information and the loss or misuse of data. Customer information is stored on internal and third party systems designed to protect that data, and these systems are monitored for security intrusion and exposures. Improving these systems is a continuous objective. However, although we use systems and processes that are designed to protect data and to prevent data loss and other security breaches, no assurance can be given that such measures will provide absolute security. If confidential information were released, we may be subject to financial penalties under privacy laws and PCI DSS and/or be subject to increased regulatory scrutiny or legal action, our reputation may be negatively affected and customers may avoid using our tolling systems. The occurrence of such an event could have a material adverse effect on our reputation, business, operations, cash flow and financial condition.

We monitor our United States toll roads with 24-hours seven-days-a-week video surveillance to ensure compliance with high occupancy vehicle lane rules. We are subject to U.S. federal and Virginia state laws relating to drivers’ privacy protection and restrictions on the release of personal information, as well as fair information principles or business practices, including the collection, storage and sharing of private data. Although we have put in place procedures to ensure compliance with such requirements, there is no assurance that such procedures will provide absolute security and any non-compliance with the relevant privacy law may lead to financial penalties, increased regulatory scrutiny or legal action and could have a material adverse effect on our reputation, business, operations and financial condition.

**We rely on internal traffic, economic and other forecasts and modelling to guide our development and operations strategy**

We rely on internal traffic and other forecasts and modelling capability to produce management budgets, assess the viability of acquisitions, the development of new projects, the improvement and expansion of existing toll roads, the timeframe in which to undertake these activities and the carrying value of our assets. Traffic modelling depends on other inherently variable data inputs such as economic conditions, population, employment, trip rates and travel costs. Population and funding forecasting, for instance, relies on assumptions which are in turn tied to other macro factors such as government policies, housing, employment, demographics, economic growth and some of the other factors outlined in “—*Reduced traffic volumes or an inability to grow traffic volumes on our toll roads could negatively affect our results of operations*” above in relation to traffic volumes. If our forecasting methodology and modelling, including the underlying assumptions or information from third-party sources used to derive the information, are inaccurate or do not reflect current or future market conditions, increasing geopolitical tension, our existing assets, acquisitions and projects (including the WestConnex project and the West Gate Tunnel project) may not deliver forecasted returns or earnings, and we may fail to optimise the value of acquired assets and may overvalue acquisition targets which may result in write down of the carrying value of assets, each of which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

**We may not be able to complete new development projects, enhance existing infrastructure or undertake information technology, maintenance and capital expenditure projects in the manner or within the timeframe and budget expected**

We may not be able to complete current and future development projects in the manner or within the timeframe and budget expected and this can occur due to factors within or outside of our control. Additionally, such current and future development projects may not deliver the return or earnings we expect. Factors that could cause us to be unable to complete these projects on time and on budget include:

- inaccuracies in the projected cost of completing a project, due to, for example, assumptions used in the forecasts and models in connection with the planning process proving to be incorrect;
- inadequate management by us of contractors and subcontractors engaged by us to carry out the applicable project;
- liabilities arising as a result of our agreeing to an inappropriate risk allocation with our counterparties;
- delays associated with a range of factors depending on the applicable project, including delays in obtaining government or lender approval, delays as a result of the impact of litigation or regulatory actions, the occurrence of force majeure events, shortages of labour and materials, excessive road closures, inclement weather conditions, natural phenomena, natural disasters, pandemics, vandalism and acts of terrorism and unforeseen technical, engineering or environmental problems, including soil contamination;
- non-performance or inadequate performance of the duties of contractors and subcontractors engaged by us; and
- unforeseen changes in financial, economic, political or social conditions, such as supply chain disruption and inflationary pressures, which may be caused by geopolitical tension, leading to increased cost and negatively impacting availability of raw materials.

Many of our costs, including labour costs, costs of construction materials, utilities and other operating costs, have been, and may continue to be, affected by inflation and price volatility. Such macroeconomic trends may increase our cost of construction and materially adversely affect our business, cash flow, financial condition and results of operation.

Our failure to successfully implement current and future development and construction projects in the manner or within the timeframe and budget expected could lead to the loss of a concession and/or materially adversely affect our business, cash flow, financial condition and results of operations.

**We derive virtually all of our earnings from Concession Agreements that have finite lives**

Our business depends on Concession Agreements that have been granted to members of our Group, or entities in which we have an interest, to operate various toll roads in Australia and North America. Earnings from the Concession Agreements account for virtually all of our earnings. Our Concession Agreements are long-dated with a weighted average concession life (based on Proportional toll revenue) across our portfolio of assets of 28.6 years as at December 31, 2023. When the Concession Agreements expire, the toll roads and related infrastructure must be returned to the relevant government counterparty and there is no certainty that we will be able to extend our existing concessions (see “—*We may in the future seek to acquire or develop additional assets or businesses and to integrate these into our business. Such acquisitions or developments could prove to be unsuccessful or may not generate the benefits we expect, and there is a risk that there may not be sufficient opportunities in the future to acquire or develop additional assets in the manner or within the timeframe in line with our strategy*”).

If we cannot enter into new Concession Agreements or extend our existing Concession Agreements to permit us to carry on our core business, or any new Concession Agreements entered into are on less favourable terms compared to our current Concession Agreements, our business, financial condition, results of operations and cash flows could be materially adversely affected.

**We rely on operating and safety systems on our toll roads and their failure could materially disrupt the operation of our toll roads**

We use operating, maintenance, traffic management and safety technology and systems to optimise the safe and efficient operation of our toll roads. These systems include camera surveillance, lane use management signs, electronic speed and lane control, over-height vehicle detection, weigh-in-motion sensors and systems that automatically detect incidents, as well as safety systems in tunnels, such as ventilation systems and fire suppression sprinkler systems. The failure of these systems, including a failure to adequately respond to a disruption event or manage an incident effectively could materially disrupt the operation of our toll roads, leading to reduced traffic volumes or closure of a road.

**We depend on the services of key contractors and suppliers for development and construction activities and for the provision of tolling, customer services, operations and maintenance services, road management and control systems**

We engage third party contractors and suppliers to carry out development and construction activities and to provide certain systems and services, including those relating to tolling, customer services, operations and maintenance services, road management and control systems. We are therefore dependent upon the services of key contractors and suppliers.

If any of these contractors and suppliers are unable or unwilling to perform the obligations owed to us or there is industrial action taken by the employees of those third party contractors or suppliers, we could suffer material disruptions to our development and construction activities and other operations. See, for example, “*Business—Toll roads—Australian assets—Melbourne Toll Road—Melbourne Toll Road developments—West Gate Tunnel project*”. There is no guarantee that, even if we sought to enforce obligations owed to us by contractors or suppliers, we would be successful. Disruptions to our development and construction activities, disruptions to our operations or inadequately performed services could result in delays to projects, degradation in the quality and state of repair of our toll roads, dissatisfaction of toll road users, reduced traffic volumes, reduced toll road revenues, breaches of Concession Agreements and/or financing arrangements or loss of Concession Agreements.

In certain circumstances, the loss of a Concession Agreement before a toll road is completed could result in the loss of, or a change to, funding sources for the relevant toll road development that are provided by amendments to other existing toll road Concession Agreements. For example, the West Gate Tunnel project is partially funded by an extension to the CityLink Concession Agreement and toll escalation on CityLink.

Any of these factors could result in a material increase in our costs and/or an interruption to our development and construction activities, or our other operations, particularly in the event that we need to replace a service provider and incur legal liabilities in connection with any associated dispute. The occurrence of any of these risks, as well as the early termination of a Concession Agreement, could materially adversely affect our business, cash flow, financial condition and results of operations.

**We may be affected by the existence and development of, or changes to, competing roads, feeder roads and other means of transportation**

Competing toll roads or toll-free roads may be built in the vicinity of our toll roads and may charge lower tolls or be toll-free. Additionally, there may be changes to the existing transport network feeding or surrounding our toll roads. We are also subject to competition from competing modes of public transportation or mass transit

such as buses and trains. An increase in the number or improvement in quality of alternative roads, public transportation or mass transit options, including the Sydney Metro Rail, the first stage of which (Northwest) opened in May 2019, and their relative convenience, affordability and efficiency, could reduce traffic volumes on our toll roads and therefore reduce our earnings. Conversely, traffic volumes and toll revenues from our toll roads could be adversely affected if feeder roads are closed, or if plans or development projects for new feeder roads or updates or enhancements to those roads are cancelled or fail to eventuate.

In November 2023, following a review of infrastructure funding, the Australian Federal Government announced that it would cut funding in respect of a number of planned infrastructure projects (including the M7-M12 Integration project), for which A\$120 billion had previously been allocated under the Federal Government's Infrastructure Investment Program. However, the NSW State Government is still contractually obliged and, following the Federal Government announcements in November 2023, has publicly committed, to advance its contribution to the M7-M12 Integration project. Any cancellation of our development projects resulting from spending cuts or government policy changes could have a material adverse impact on our business, growth and financial condition and performance. Additionally, it is difficult to predict how the loss or cancellation of any anticipated feeder roads or other infrastructure in the cities where we operate could impact traffic volumes on our toll roads, but any resulting decrease in traffic volumes could have an adverse effect on our toll revenue.

In general, the Concession Agreements do not prevent the relevant governmental authorities from building or awarding contracts to build roads or infrastructure for alternate modes of transportation that may impact usage of our toll roads, although we may, in certain circumstances, be entitled to compensation from the relevant government counterparty. Any compensation awarded in such circumstances may not adequately compensate us.

For example, in negotiations with the relevant governmental entity to undertake improvement projects on existing toll roads, or to develop new toll roads, we may agree to vary or waive certain benefits under an existing Concession Agreement, including waiving rights to receive compensation where competing infrastructure is built. Our decisions to agree to such variations are based on a number of factors, including the package of rights and obligations proposed to be agreed with the relevant governmental entity as part of the improvement project in its entirety, the materiality of the right or benefit to be varied or waived and, for material adverse event rights, the likelihood of occurrence of the relevant events that could give rise to compensation. If a material adverse event occurs after the completion of an improvement project and we have waived the right to compensation, this could have a material adverse effect on our business, cash flow, financial condition and results of operations.

In relation to the West Gate Tunnel project, a number of changes to the CityLink Concession Agreement were effected after relevant amendments were passed through the Victorian Parliament. Among other things, these changes reduce certain protections provided under the CityLink Concession Agreement, including by relaxing legacy restrictions to allow the State of Victoria to make certain enhancements to the existing transport network, which may result in a decrease in traffic on CityLink. The changes, in aggregate, restrict our right to object to, or be compensated for, the changes to the existing transport network.

In addition, we rely on local government entities, with which we have separate agreements, as well as other managers of the roads feeding our toll roads and of the surrounding road network to maintain those roads in good working order to allow traffic to flow consistently to our toll roads. If these feeder roads and surrounding roads are not properly maintained or are subject to major works that affect their ability to serve as a conduit to our toll roads, the level of traffic on our toll roads and our revenue may be adversely affected, which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

### **We are reliant on tolling systems and on arrangements with governments, other toll road operators and our customers to collect toll revenues**

We collect and process toll revenue using a variety of tolling systems and other information technology systems, and depend on the reliable and efficient operation and maintenance of those systems. The failure of a tolling system could result in a loss of revenue and has the potential to increase costs that may materially adversely affect our business, operations, cash flow and financial condition.

Any circumstances that impair the operation or maintenance of the tolling system may result in an inability to collect tolls from users of our toll roads, which could result in a loss of toll revenue and has the potential to increase costs. The costs associated with the development of any new tolling system, if pursued, may be greater than anticipated. In addition, if implemented, any new tolling system may not function effectively or deliver the anticipated benefits. If we are unable to successfully implement or deliver these projects or systems in a timely manner, this could have a material adverse effect on our business, operations, cash flow and financial condition.

We rely on local government authorities to take enforcement action through the relevant court system, based on existing statutory authority, against motorists who default on their obligation to pay our road tolls. We also have a separate agreement with the Virginia State Police and rely in part on their assistance to monitor and prevent unauthorised use of the 95 Express Lanes, the 495 Express Lanes and the 395 Express Lanes in the Greater Washington Area. If these enforcement actions are not taken or are unsuccessful, or if the legislative framework governing the enforcement proceedings is deficient or changes adversely, we may be unable to recover the relevant tolls from road users which may adversely affect our business, operations, cash flow and financial condition. However, if enforcement action is pursued too vigorously, our reputation may be adversely affected.

Agreements between other toll road operators and ourselves require that each operator pays us for that operator's customers who travel on our toll roads. We bear the credit risk if those other operators default on such payments.

We also collect revenue from our customers for travelling on other toll roads. We bear the credit risk relating to recovering these toll payments from those customers. If there is an increase in the number of our customers who are unable to pay the required toll payments, particularly during an economic depression or recession, this may adversely affect our business and toll revenues.

### **Our ability to make new acquisitions and develop new projects depends on supportive government policy**

Our ability to supplement our current portfolio of assets with new assets and to undertake additional developments on our existing assets is dependent on federal, state and local Australian, American and Canadian government policies with respect to ownership and operating models for transport and road infrastructure. Government policies with respect to transport and road infrastructure have changed in the past and are subject to future changes, which may include a potential reduction of the amount of investment made by the government in the transport and road infrastructure sector. See "*—We may be affected by the existence and development of, or changes to, competing roads, feeder roads and other means of transportation*" for further information. Additionally, adverse decisions from government regulators, such as the ACCC in Australia, could adversely impact our ability to grow our business in Australia. See "*—We are subject to various laws and regulations including in relation to competition, environmental, health and safety and labour regulations*" for further information.

Governments may also decide to change their methodology for awarding Concession Agreements or making investments in large scale transport infrastructure projects in ways that reduce the opportunity for involvement

by private toll road owners and operators. For example, if governments cease to enter into Public Private Partnerships or move towards a different contracting methodology where owner/operators do not bear traffic and revenue risk, we may not have the same opportunities to invest in new projects, and may be unable to maintain or continue to grow our existing levels of business, which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

### **We rely on material authorisations and licences to conduct our business**

We hold a number of key authorisations and licences that we need to conduct our business in the way it is currently conducted. For example, we hold two Australian Financial Services Licences that enable us to both operate the Transurban Holding Trust and undertake certain other activities on our own behalf and on behalf of third parties. While we take our obligations in connection with those authorisations and licences seriously, there is a risk that we could breach those obligations in the future. In addition to risks related to legal, regulatory and other proceedings described above, a breach of our material authorisations and licences may lead, in certain circumstances, to the relevant authorisation or licence being revoked. This could have a material adverse effect on our business, cash flow, financial condition and results of operations.

### **We rely on our relationships with governments**

Our relationships with government entities are key to ensuring the continuity of our existing Concession Agreements and future opportunities for new projects and improvements or growth of our toll roads. Our ability to maintain our relationships with government entities and officials could also be affected by changes in government and other political developments.

Governments could terminate our concessions or introduce legislation to amend our rights under the Concession Agreements. See also “—*The loss of a toll road asset for non-performance or default under a Concession Agreement, or as a result of government action, could materially adversely affect us*”. In addition, if we are prevented from exercising our material rights (such as operating and tolling the relevant toll road) under a Concession Agreement as a result of government action, we may be able to terminate the Concession Agreement early. In either of such circumstances we may be entitled to receive compensation from the relevant government entity but the compensation may not be available or may not be adequate to compensate us for the loss of our rights under the Concession Agreement, which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

Our dealings with governments are subject to stringent regulations, breaches of which may result in substantial fines and other penalties. Our reputation may also suffer and breaches may result in limitations on our future ability to interact with governments or participate in government tender processes.

### **We rely on our social licence to operate and any negative perceptions of our company or toll roads generally may adversely affect our business and reputation**

We rely on a level of broad public acceptance of our activities, which we refer to as our social licence to operate. Our business, projects and toll roads generally, may generate negative public sentiment with certain stakeholder groups due to the perception that our toll roads are expensive, that there are too many toll roads or negative sentiment towards private ownership of roads or road traffic. In addition, construction and improvement of new and existing toll roads often results in disruptions to local business, communities and road users over extended periods of time, which may lead to negative public sentiment and publicity for our toll roads. For example, we have been supporting Transport for NSW to ease congestion on certain feeder roads to the Rozelle Interchange. Negative public sentiment, any resulting community action and related publicity may result in federal and state governments declining to pursue projects involving private toll road operators or implementing political measures that adversely impact our ability to own and operate toll roads in the future or that adversely impact the profitability of our current toll roads. Any government reviews or inquiries, government measures or proposed measures (including, but not limited to, the NSW Toll Review and any measures arising in connection

therewith) restricting our ability to own or operate toll roads, including in circumstances where the government may impose measures to reduce or remove tolls or postpone scheduled toll price increases due to social pressure during, for example, a period of prolonged elevated inflation or an economic downturn or recession, or negative community sentiment and publicity, could also impact our social licence to operate and adversely impact our reputation, financial condition and results of operations. See “—*Our Concession Agreements contain mechanisms that regulate changes to the tolls that we can charge and permitted toll increases may not cover increases in our costs*” for more information.

**The long-term impact of changed travel behaviour following the COVID-19 pandemic is uncertain and may adversely impact our business**

Our business and operations have been adversely impacted by changes in customer behaviour following the COVID-19 pandemic, including the ongoing trend of working from home and so-called “hybrid” working models, resulting in less frequent use of our roads for commuting. Although the average number of days people travel to work or their place of study has continued to increase overall across our markets since government restrictions ended, there is no guarantee that such behavioural changes will not result in longer term changes to traffic patterns and volumes. See “—*Reduced traffic volumes or an inability to grow traffic volumes on our toll roads could negatively affect our results of operations*” for more information.

**Climate change impacts, including severe weather events and regulatory changes, may have a material adverse effect on our business**

The impacts of climate change are being felt around the world. As a road operator with assets across three countries and both hemispheres, and a weighted average concession life (based on Proportional toll revenue) of more than 28 years, climate change will affect the way that we operate our business into the future.

Climate change exposes our operations to various risks. Projected changes in sea level, storm surge intensity, temperature, precipitation, bushfires, flooding, frequent changes in extreme weather and other severe weather conditions may exacerbate existing physical risks across our assets, such as reduced traffic volume arising from accidents or flooding on our toll roads or on roads that connect to or feed into our toll roads. Our understanding of physical climate change risks has also evolved as we gained experience through the flooding events in Queensland in February/March 2022, the Sydney bushfires of 2019-2020 and a desktop emergency management exercise focused on an extreme weather event for Sydney’s Hills M2 Motorway. Physical climate-related risks such as increased incidence of severe weather events, including extended rainfall and higher temperatures, may disrupt operations and increase operating and maintenance costs. While we do not expect materially adverse impacts in the short term, climate change could result in material costs to our business, which could have a material adverse impact on our financial condition and operations.

As the economies in which we operate transition to a low carbon economy as a result of climate change (and climate change related policies and regulations), climate change also increases our exposure to regulatory risk. We monitor our operations in an effort to meet applicable environmental standards, laws, regulations and policies. Our businesses test resilience against a climate change regulatory risk scenario where the governments of the countries in which our businesses operate implement regulation to limit global warming. We anticipate that the governments of the countries in which our businesses operate could implement environmental standards, laws, regulations and policies which could have a material adverse impact on our businesses, financial condition and operations.

**We rely on developing new information technology systems and enhancing existing systems to improve our operating efficiencies and maximise our revenue from our toll roads**

Our ability to continue to improve revenue generation from our toll roads and provide key services to our customers depends on our operational capacity to develop and manage new technology systems and platforms.

In some cases, we partner with technology providers to develop and implement new information technology systems, for example our tolling and customer management platform (GLIDe). Some of our software is held under licence agreements with technology providers. If we fail to continue to maintain our relationships with our key technology partners or licensors of key software, our ability to operate and grow our business may be adversely affected.

**Changes in law or regulation, including the imposition of new or increased taxes or other governmental charges or levies, or restrictions or prohibitions on our right to levy tolls on our toll roads, could materially adversely affect us**

Governments may impose new or increased charges on road transportation (for example, congestion charges or time of day pricing), motorists or motor vehicles (for example, licence and registration charges) or fuel (for example, fuel taxes and carbon taxes) or other legislative or regulatory change that could affect our business.

Our Concession Agreements generally contain mechanisms under which we may be able to claim compensation for the impact of a change in law or regulation, but the compensation mechanism may not be applicable to every possible change in law or regulation, or the compensation payable may not adequately compensate us for the adverse effect on traffic, cash flow, financial condition and results of operations. Consequently, such changes could have a material adverse effect on our business, cash flow, financial condition and results of operations. See “—Our Concession Agreements contain mechanisms that regulate changes to the tolls that we can charge and permitted toll increases may not cover increases in our costs” for further information.

**Adverse tax developments, including as a result of legislative change or interpretation, and changes to accounting standards could have a material impact on our financial position**

We are structured as a stapled group comprising two companies, THL and TIL, and a trust, THT, the equity securities of which trade as a single stapled security. Australian taxation laws apply to each of these entities separately. Changes to tax legislation, the interpretation of tax legislation by the courts, the administration of tax legislation by the relevant tax authorities and the applicability of such legislation to us may increase our tax liabilities.

THT and its subsidiary trusts are generally not liable for Australian income tax and capital gains tax, provided that:

- where the trust is an Attribution Managed Investment Trust (AMIT), the trust attributes the net income to its unit holders on a fair and reasonable basis; and
- where the trust is not an AMIT, all income is distributed to its unit holders.

THT is qualified to make and has made the relevant election under the Australian tax law to be treated as an AMIT.

The position must be assessed on a yearly basis. If THT ceases to be qualified to make the relevant election to be characterised as an AMIT or ceases to reasonably attribute all of its income to unitholders in any income year, we may incur tax liabilities.

THT may be liable for tax if it derives non-arm’s length income. THT’s subsidiary trusts may be liable for tax if they derive non-arm’s length income or do not designate all income to their unitholders.

Since July 1, 2019, certain distributions made by THT to non-resident unitholders sourced from cross staple rental income are subject to 30% withholding tax, rather than 15% withholding tax. A number of concessions and a long-dated transitional measure exists to mitigate the impact of the higher withholding tax. In the event that THT withholds at the incorrect rate, THT may be required to make up the shortfall in withholding tax remitted.



In addition, certain companies within the Transurban Group have carried forward tax losses that are recognised as deferred tax assets on our balance sheet. The ability of members of the Transurban Group to utilise their tax losses to decrease our tax liabilities in future periods is subject to us meeting certain conditions under the relevant tax legislation regarding continuity of ownership and activities. If members of the Transurban Group fail to meet the relevant conditions, or if the relevant tax legislation is amended in a way that results in an inability for members of the Transurban Group to use their tax losses in future periods, our tax liabilities could be materially higher than currently expected.

Adverse tax developments, including the factors described above, could materially increase our tax liabilities or timing of our tax payments, which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

The Australian Taxation Office (ATO) and The Treasury of Australia continue to closely scrutinise the use of stapled structures. Taxation of stapled structures in Australia may change, including in ways that may adversely impact us.

In addition, changes to AAS and other authoritative pronouncements of the AASB and the Corporations Act could affect the Concessionaires' or the Transurban Group's reported results of operations in any given period or the Transurban Group's reported financial condition from time to time.

**We are exposed to risks associated with our financing arrangements and financial transactions, including sourcing new financing and credit exposures on transactions with financial counterparties**

We have existing debt financing arrangements and credit facilities from bank, debt capital markets and government sources. We will need to continue accessing debt markets in the future to refinance maturing debt and to access debt for corporate purposes or in connection with the financing of existing projects or new acquisition or development projects.

We are exposed to risks associated with debt financing, including that we will be unable to arrange financing for growth projects or refinance our existing indebtedness as and when required, on the terms expected or at all. As at December 31, 2023 we had drawn proportional debt of A\$24.4 billion (drawn statutory debt of A\$18.5 billion). Our ability to refinance our maturing indebtedness may be materially adversely affected if global credit markets tighten and there is a resultant shortage of available credit. Any limitations on our access to external capital, including limitations caused by volatility in the capital markets, may impair our ability to fund ongoing and new development activity. If we are unable to obtain additional financing to meet our maturing debt obligations, we could be forced to reduce or delay capital expenditures or forgo strategic business opportunities, sell assets, raise additional equity, restructure or refinance existing debt on terms that are disadvantageous to us or take other protective measures. See also "*—We are exposed to interest rate risk*".

- We are rated by external credit rating agencies. Our credit ratings, in particular our senior secured debt credit ratings, affect our access to and cost of financing. Any downgrade or adverse change in outlook (including in relation to global credit markets) could affect our ability to refinance our existing indebtedness or materially increase our cost of financing. In August 2023, Moody's affirmed the Issuer's corporate senior secured debt credit rating of "Baa1" and "stable" outlook, and S&P affirmed the Issuer's credit rating of "BBB+" and "stable" outlook. In November 2023, Fitch affirmed the Issuer's rating of "A-" and "stable" outlook. Moody's, S&P and Fitch affirmed their outlook to reflect ongoing traffic recovery across our markets and tolling regimes. However, no assurances can be given that the ratings assigned to us will not be lowered or withdrawn entirely by the relevant rating agency. Circumstances that may result in a downgrade of our credit ratings include:
- if the relevant rating agency anticipates that persistently weak market conditions will strain our liquidity position;

- an extended period of disruption to or low traffic volumes across our toll roads;
- an inability to maintain our available liquidity through cash flows from operations;
- asset sales or further debt issuances; and
- a change in rating methodology.

See also “—*Our business and operations, and those of our suppliers and contractors, have been, and will likely continue to be, adversely affected by changes in geopolitical and general business and economic conditions, including disruption in financial markets*”.

Some of our financing arrangements (for example, principal senior financing) require us to comply with a number of customary obligations, financial covenants and undertakings, such as maintaining interest coverage cash flow ratios and security arrangements for the benefit of lenders and other general undertakings. Please see “*Operating and financial review—Liquidity and capital resources—Overview—Covenants*” for further information. These covenants limit flexibility in our operations, and material breaches of these covenants not remedied within prescribed cure periods could result in defaults and the acceleration of such indebtedness or allow a lender to step in and operate the applicable asset or appoint receivers. Some of our senior finance documents also contain cross-default or cross-acceleration provisions that would permit the lenders to accelerate indebtedness in the event of a default or acceleration of other material indebtedness. Any defaults under our financing arrangements could have a materially adverse impact on our financial condition and our ability to pay the interest on, and principal of, the Notes.

We undertake transactions with financial counterparties including banking, cash investments and derivatives that create an exposure to the creditworthiness of those financial counterparties. If a financial counterparty defaults on such a transaction, we may suffer material financial loss.

### **We are exposed to interest rate risk**

Our ability, and the ability of the Concessionaires in which we have or will have an interest, to arrange financing, and the cost of any such financing, is impacted by changes in interest rates, prevailing economic conditions and deteriorations in the bank finance market or in the Australian or international debt capital markets.

Increases in interest rates would, depending on the extent and the speed of increases, adversely affect the Transurban Group’s or the relevant Concessionaire’s debt servicing costs on any part of their indebtedness which is unhedged and would increase the cost of refinancing maturing debt and may impact the viability of future development projects and acquisition opportunities.

Central banks, including in the jurisdictions in which we operate, have raised interest rates to curb inflationary pressure resulting from disruption to supply chains and the fiscal and monetary stimulus introduced following geopolitical tension and the COVID-19 pandemic. This has resulted in an increased cost of borrowing and volatility in credit markets. Interest rates rose substantially in 2023 and may continue to rise. We may not be able to offset additional costs caused by inflation, increased interest rates or other macroeconomic trends by passing them through, or increasing the rates we charge, to our customers. These increased costs may adversely affect our business, results of operations, and financial condition. Continued or worsening disruption to capital and credit markets as a result of these events and developments may also affect our ability to raise new financing and service or refinance our existing and future indebtedness, including the Notes offered hereby. See “—*We are exposed to risks associated with our financing arrangements and financial transactions, including sourcing new financing and credit exposures on transactions with financial counterparties.*”

**We are subject to the risk of accidents, incidents, terrorist attacks, protest activities and other events relating to our toll roads and cyber-attacks, and our insurance policies may not provide adequate protection against those and all other risks we face**

We are subject to the risk of accidents and incidents on our toll roads and adjacent and feeder roads and sites, as well as to weather conditions, natural phenomena, natural disasters, cyber-attacks, vandalism and acts of terrorism or protest which may impact our toll roads. The occurrence of any of these factors could adversely affect traffic volumes, the collection of toll revenue and could cause physical damage to our toll roads. In addition, any such incident could result in the loss of part of our infrastructure assets or critical operating equipment and we may incur additional costs in repairing the affected infrastructure asset. The occurrence of any of these risks could materially adversely affect our business, cash flow, financial condition and results of operations.

We operate critical road infrastructure assets in and around key population areas in Australia and North America that could be subject to terrorist attacks or protest activity or threatened with terrorist attacks or protest activity. Terrorist attacks, protest activities or threats of terrorist attacks or protest activities on our toll road assets could affect traffic volumes and the collection of toll revenue and could lead to physical damage to toll roads, any of which could have a material adverse effect on our business, cash flow, financial condition and results of operations. In addition, any physical damage to our toll roads may cause loss or damage to customers or third parties who may seek to recover damages from us for any such terrorist attacks.

There can be no assurance that we maintain, or will continue to maintain, sufficient insurance coverage for the risks associated with the operation of our businesses. In particular, there can be no assurance that events that result in a prolonged reduction in traffic volume or in toll revenues will be adequately covered by our insurance policies. The renewal of insurance will be dependent on a number of factors, such as the continued availability of coverage, the nature of risks to be covered, the extent of the proposed coverage and costs involved. The cost of our insurance policies could significantly increase as a result of claims made by us or as a result of local or global economic conditions that cause insurance to be more expensive. In addition, we are subject to the credit risk of our insurers and their continued ability to satisfy any claims we make. Certain risks and liabilities, including potential losses of a catastrophic nature, such as those arising from floods, earthquakes, terrorism or other similar catastrophic events, may be either uninsurable or not insurable on a financially reasonable basis, or may be subject to larger deductibles. We may also elect to self-insure and/or carry large deductibles. In the event we experience a loss or liability to third parties in the future, the proceeds of an applicable insurance policy may not be sufficient to cover the full actual loss incurred or related liabilities to third parties. If our insurance coverage is not sufficient or available to cover any losses that are incurred in the course of our business, or if our insurers are unwilling or unable to satisfy claims we make, we could be exposed to uninsured losses that are significant, or the payment of a larger deductible, which could have a material adverse effect on our business, cash flow, financial condition and results of operations.

**We may, from time to time, be involved in legal, regulatory and other proceedings and disputes arising from our business and operations**

We may, from time to time, be involved in legal, regulatory and other proceedings and disputes arising from our business and operations, including proceedings and disputes relating to construction, development, operation and expansion of toll roads, collection of toll revenue, environmental issues, native title claims, shareholder action, industrial action and action from special interest groups and disputes with equity partners, contractors and other counterparties including with a government counterparty. These disputes may lead to legal, regulatory and other proceedings, and may cause us to incur significant costs, delays and other disruptions to our business and operations. In addition, regulatory actions and disputes with governmental authorities may result in fines, penalties and other administrative sanctions. Any of these factors could have a material adverse effect on our business, cash flow, financial condition and results of operations.

**We are subject to various laws and regulations including in relation to competition, environmental, health and safety and labour regulations**

Our acquisitions of toll road concessions in Australia are generally subject to regulatory scrutiny and enforcement action by the ACCC. Following a 2018 ACCC investigation into whether the STP JV's proposed acquisition of WestConnex, in the context of our existing interests in toll roads, would substantially lessen competition for future toll road concessions, the ACCC confirmed it would not oppose the STP JV's proposed acquisition of the majority interest in WestConnex following the acceptance of an enforceable undertaking given by us and our partners. The undertaking requires us to publish certain quarterly traffic data that is obtained or collected by us (or an alternative tolling services provider) on existing and future NSW toll roads in which we have an ownership interest. The undertaking also requires us to identify any error in traffic data published, explain how the error was corrected and re-publish that traffic data corrected to eliminate the error. The undertaking has no operational impact on the WestConnex Concession.

If we breach a term of the undertaking, the ACCC could apply to the Court to make orders against us in respect of the breach. The orders made could include a direction to us to comply with the undertaking, a penalty up to the amount of any financial benefit reasonably attributable to the breach, an order to pay compensation to any person who has suffered loss or damage, or any other order the Court considers appropriate. If the Court were to make any orders of this nature, it could materially adversely affect our business, reputation, cash flow, financial condition and results of operations.

On September 21, 2023, the ACCC announced that it opposed our proposed acquisition of a majority interest in Horizon Roads Pty Limited, which operates the EastLink toll road in Melbourne, concluding that the transaction would be likely to substantially lessen competition for future toll road concessions in Victoria. Adverse decisions by the ACCC could adversely affect our ability to grow our business in Australia. See *“Operating and financial review—Description of our Group—Components of our financial results and their drivers—Acquisitions and development projects”* for further information.

We are subject to environmental and health and safety regulations under Australian Commonwealth and state laws and applicable federal and state laws in North America. We are also exposed, directly or indirectly through engaging with counterparties, to various laws and regulations governing anti-bribery, antitrust and competition, human rights and modern slavery, sourcing of raw materials, third-party relationships and supply chain operations in jurisdictions in which we operate. Although we maintain comprehensive health, safety and environmental management plans to monitor the performance of our toll roads and to manage the third parties we engage to work on our toll roads, no assurance can be given that we will not be subject to potential environmental and health and safety liabilities including fines, penalties, damages or suspension or termination of government contracts, associated with the operation of our business. Our construction projects may also be subject to delays as a result of environmental disputes, environmental impact assessments and consultation processes and the need to obtain necessary environmental approvals. If we were to incur any such liabilities or experience any such delays, this could have a material adverse effect on our business, cash flow, financial condition and results of operations.

We are also subject to relevant employment laws in the jurisdictions in which we operate, and a failure by us to comply with such laws can lead to potential regulatory investigations or enforcement actions or other civil or criminal fines or penalties. While we have processes in place to ensure compliance with applicable labour laws, any overlap of employment agreements, awards and industrial relations rules may give rise to the risk of breaches having occurred.

### **Asset impairment could have a material adverse effect on our financial condition and reported financial results**

Asset impairment charges may result from actual performance failing to meet our forecasts or the occurrence of unexpected adverse events that impact our expected performance. The Transurban Board regularly monitors impairment risk and assets are tested for impairment annually or more frequently if events or changes in circumstances indicate that they might be impaired.

There is no assurance that there will not be a material change to the underlying assumptions including expected future traffic performance and forecast operational costs, which could result in the recognition of impairment provisions, including with respect to our concession intangible assets, that could be significant and could have a material adverse effect on our reported financial condition and results of operations.

### **We are subject to certain risks relating to our equity interests in certain Concessionaires**

We hold interests in certain Concessionaires with equity partners (Eastern Distributor (75.1%), Westlink M7 (50%), NorthConnex (50%), Logan Motorway (62.5%), Gateway Motorway (62.5%), Clem7 (62.5%), Go Between Bridge (62.5%), Legacy Way (62.5%), AirportlinkM7 (62.5%), WestConnex (50%), 95 Express Lanes (50%), 495 Express Lanes (50%) and A25 (50%), having completed the sale of a 50% ownership interest in A25 to CDPQ on February 28, 2023). In those circumstances, the success of the Concessionaire and the toll road it operates may be adversely impacted by the actions of our equity partners. We have control, joint control or significant influence over the decision-making of these entities. For certain equity interests, certain decisions require approval of a majority or a higher percentage of all the directors or shareholders of the relevant entity. Therefore, irrespective of our proportional interest in the entity, for certain equity interests we will not be able to unilaterally control all decision-making processes, including decisions in respect of distributions and decisions taken that may lead to or avoid a breach of a Concession Agreement.

The equity partners in these concessions (which may include state-owned entities) may have economic or business interests or objectives that are different to ours, may be unable or unwilling to fulfil their obligations under the relevant joint venture contracts or may experience financial or other difficulties.

In addition, our reputation and our relationship with governments and other stakeholders could be affected if our brand is associated with a partner that has engaged in misconduct or has been negligent, either in connection with a joint venture project or a different project. The occurrence of any of these risks could disrupt the operations of these entities and negatively impact our investment in, and the returns from, these entities.

### **We rely on dividends, distributions, interest on and repayments of shareholder loans from our subsidiaries and assets, some of which are not wholly owned, for funding**

We operate our business through our subsidiaries. We also fund certain of our subsidiaries through intra-group loans. The availability of funds to service our debts is impacted by dividends, distributions, interest and repayments on intra-group loans, shareholder loans received from our subsidiaries and distribution decisions from our assets, some of which are not wholly owned. The distribution and timing of dividend distributions by these subsidiaries is at the discretion of the board of directors of such subsidiary.

Some of our subsidiaries and joint ventures that have entered into Concession Agreements have incurred debt with external financiers which is secured against the specific assets, including the relevant Concession Agreement of the Transurban subsidiary or joint venture entity. The external financiers may in certain circumstances be able to restrict the ability of the relevant Transurban subsidiary or joint venture entity to pay dividends or other distributions to us. As a result, our ability to service our debt may be restricted and this could have a material adverse effect on our business, cash flow, financial condition and results of operations.

### **We are exposed to foreign exchange risks**

We are exposed to foreign exchange risks due to fluctuations in foreign exchange rates. A portion of our investments is and will continue to be denominated in, or generate cash flow in, U.S. dollars and Canadian dollars, while our reporting currency is Australian dollars. As a result, our assets, liabilities, income, costs and operating cash flows are exposed to foreign exchange risks arising from U.S. dollar and Canadian dollar exposures when these items are translated into Australian dollars. Consequently, portions of our costs and margins are affected by fluctuations in the exchange rates between these currencies.

To the extent that we have unhedged investments in assets outside of Australia, movements in currency exchange rates have the potential to reduce the capital value of our investments and cash returns from investments.

### **We rely on key personnel**

Recruiting and retaining qualified personnel is critical to our success. We may face risks from the loss of key personnel and an inability to attract any new personnel required in our business. Although we have implemented strategies designed to assist in the recruitment and retention of people within our business, we may encounter difficulties in recruiting and retaining candidates with appropriate experience and expertise.

If any of our key employees leave their employment, this may adversely affect our ability to conduct our business. If we are unable to continue to attract and retain the services of a sufficient number of qualified personnel, including our executives, this could impact our operations and development and could have a material adverse effect on our business, cash flow, financial condition and results of operations.

Many of the regions in which we operate are currently experiencing a shortage in skilled labour. In Australia, despite a relatively more stable pipeline of public infrastructure projects following the COVID-19 pandemic, there remains a significant shortage of skilled labour and there is growing international competition for skilled migrants. An inability to attract best talent as well as ensure that we retain the key critical people necessary to drive and grow the business could lead to the unavailability of critical key roles or capabilities. This could negatively impact on the availability of operational resources to support projects, bids and development opportunities.

### **We rely on the successful procurement, delivery and financing of information technology, maintenance and capital expenditure projects**

We are required under our Concession Agreements to undertake information technology, maintenance and capital expenditure projects from time to time on our toll roads. There can be no assurance that we will be able to implement these projects in the manner or within the timeframe and budget expected. In addition, we are subject to the risk of unexpected significant maintenance or capital expenditure requirements, which may arise as a result of a variety of factors which may be outside our control, such as the identification of material defects or material latent defects in the road infrastructure.

Under the terms of our Concession Agreements and the documents related to those agreements, we can also be required to perform upgrades on the concessions and other road projects. The upgrades are generally governed by process deeds. Under those deeds, a failure to carry out an upgrade in accordance with the terms of the deed can result in the government counterparty having a right to terminate the relevant Concession Agreement. Additionally, in negotiations with the relevant governmental entity to undertake improvement projects on an existing toll road, or to develop new toll roads, we may agree to vary or waive certain benefits under an existing Concession Agreement, including waiving rights to receive compensation where infrastructure is built or a material adverse event occurs. Any such variation or waiver may restrict our rights to receive compensation if the relevant event occurred.

Our failure to successfully implement planned information technology, maintenance and capital expenditure projects in the manner or within the timeframe and budget expected, or the occurrence of any unexpected maintenance or capital expenditure requirements or events for which our right to compensation has been waived, could materially adversely affect our business, cash flow, financial condition and results of operations.

**We may be exposed to fraudulent and inappropriate employee behaviour and incidents of human error**

We are exposed to risks associated with human error (for example, through phishing attempts by cyber criminals, see “—*Technology systems owned or used by us may be subjected to cyber-attacks that could adversely affect our business and reputation*” for more information) and fraudulent behaviour of our officers, employees, consultants, contractors and contractual counterparties. The occurrence of such behaviour could materially adversely affect our business, cash flow, financial condition and results of operations.

In addition, we are exposed to risks associated with inappropriate behaviour of our officers, employees, consultants, contractors and contractual counterparties, including sexual, gender, racial, cultural or any other form of discrimination, harassment, victimisation, vilification or bullying. Such behaviour could impact employee wellbeing, trust and engagement in addition to our reputation, which in turn could adversely affect our financial performance and prospects.

**Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

***The Notes may not be a suitable investment for all investors***

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor’s overall investment portfolio.

## **Risks related to the structure of a particular issue of Notes**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

### **Notes subject to optional redemption by the Issuer**

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### **Index Linked Notes and Dual Currency Notes**

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) the amount of principal payable at redemption may be less than the nominal amount of the Notes or even zero;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

### **Notes referencing or linked to ‘benchmark’ rates**

The Programme allows for the issuance of Notes that reference certain interest rates or other types of rates or indices which are deemed to be “benchmarks”, including the Euro Interbank Offered Rate (**EURIBOR**). These benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are yet to be implemented. These reforms and



changes may cause a ‘benchmark’ rate or index to perform differently than it has done in the past, or to be discontinued and any change in the performance of a ‘benchmark’ rate or index or the cessation of a ‘benchmark’ rate or index could have a material adverse effect on any Notes linked to or referencing such a ‘benchmark’ rate or index.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of ‘benchmarks’, could increase the costs and risks of administering or otherwise participating in the setting of a ‘benchmark’ and complying with any such regulations or requirements.

The potential elimination of benchmarks, the establishment of alternative reference rates or changes in the manner of administration of a benchmark could also require adjustments to the terms of benchmark-linked securities and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form.

The terms and conditions of the Notes (the **Conditions**) and the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”) contain fallback provisions in the event that EURIBOR rates are not available. If the Rate of Interest cannot be determined due to the potential elimination of the relevant benchmark, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (subject to substitution of the margin, if applicable).

Any of the above changes or any other consequential changes as a result of international or national proposals for reform or other initiatives or investigations, could require an adjustment to the Conditions, or result in other consequences, which could have a material adverse effect on the value of and return on any Notes linked to a ‘benchmark’.

Investors should consult their own independent advisers and make their own assessments about the potential risks imposed by any international reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.

### **Partly-paid Notes**

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his or her investment.

### **Variable rate Notes with a multiplier or other leverage factor**

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

### **Inverse Floating Rate Notes**

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

### **Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when

it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes and could affect the market value of an investment in the relevant Notes.

### **Notes issued at a substantial discount or premium**

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

### **Risks related to Notes generally**

Set out below is a brief description of certain risks relating to the Notes generally:

#### **Structural subordination**

The Notes will be structurally subordinated to the existing and future claims of the creditors of the subsidiaries of THL, THT and TIL that do not guarantee the Notes (or otherwise provide security to secure the obligations of the Issuer under the Notes). Any existing and future claims of creditors of such subsidiaries will have priority over the holders of the Notes. In this respect, there are several operating subsidiaries of THL, THT and TIL that do not guarantee the Notes or otherwise provide security to secure the obligations of the Issuer under the Notes. A description of the entities which have provided guarantees and/or securities is set out below in the section entitled “*Description of the Security Arrangements*”.

#### **Modification, waivers and substitution**

The Conditions contain provisions for calling meetings of Noteholders (including by way of teleconference or videoconference call) to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Conditions also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 16.

#### **Change of law**

The Conditions (other than the conditions of the AMTNs) are based on English law or, in the case of AMTNs, the laws of the State of Victoria, Australia in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law, the laws of the State of Victoria, Australia or administrative practice after the date of this Offering Circular.

#### **Reliance on Euroclear and Clearstream procedures**

Notes (other than AMTNs) issued under the Programme will be represented on issue by one or more Global Notes that may be deposited with a common depositary for Euroclear and Clearstream (each as defined under “*Form of the Notes*”). Except in the circumstances described in each Global Note, investors will not be entitled to receive Notes in definitive form. Each of Euroclear and Clearstream and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the

Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes (other than AMTNs) are represented by Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

**Where the AMTNs are lodged with the Austraclear System, investors will have to rely on the procedures of Austraclear**

AMTNs will be issued in registered uncertificated form. Title to any AMTNs is evidenced by entry in the register to be established and maintained by the Australian Agent in Sydney and, in the event of a conflict, the register shall prevail (subject to correction for fraud or proven error).

The Issuer may procure that the AMTNs are lodged with the Austraclear System. On lodgement, Austraclear will become the sole registered holder and legal owner of the AMTNs. Subject to the rules and regulations known as the **Austraclear System Regulations** established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System, participants of the Austraclear System (**Accountholders**) may acquire rights against Austraclear in relation to those AMTNs as beneficial owners and Austraclear is required to deal with the AMTNs in accordance with the directions and instructions of the Accountholders. Investors in AMTNs who are not Accountholders would need to hold their interest in the relevant AMTNs through a nominee who is an Accountholder. All payments made by the Issuer in respect of AMTNs lodged with the Austraclear System will be made directly to an account agreed with Austraclear or as it directs in accordance with the Austraclear System Regulations.

Where the AMTNs are lodged with the Austraclear System, any transfer of AMTNs will be subject to the Austraclear System Regulations. Secondary market sales of AMTNs cleared through the Austraclear System will be settled in accordance with the Austraclear System Regulations.

Accountholders who acquire an interest in AMTNs lodged with the Austraclear System must look solely to Austraclear for their rights in relation to such Securities and will have no claim directly against the Issuer in respect of such AMTNs although under the Austraclear System Regulations, Austraclear may direct the Issuer to make payments direct to the relevant Accountholders.

Where Austraclear is registered as the holder of any AMTN that is lodged with the Austraclear System, Austraclear may, where specified in the Austraclear System Regulations, transfer the AMTNs to the person in whose Security Record (as defined in the Austraclear System Regulations) those AMTNs are recorded and, as a consequence, remove those AMTNs from the Austraclear System.

**Notes where denominations involve integral multiples: definitive Notes**

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive

Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

### **Risks related to the market generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

#### **The secondary market generally**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be particularly liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

#### **Exchange rate risks and exchange controls**

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### **Risks related to Credit Ratings**

#### **Credit ratings may not reflect all risks**

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-European Union credit rating agencies, unless the relevant credit ratings are

endorsed by a European Union-registered credit rating agency or the relevant non-European Union rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Offering Circular.

### **Risks related to the security arrangements**

#### **The ability of the Trustee to exercise rights on behalf of Noteholders will be limited in several important respects by the Security Trust Deed, which limits the rights of senior creditors of our Group in certain respects, and Noteholders will not be able to direct the Security Trustee without the consent of other senior secured creditors**

The Trustee will not have any independent power to enforce any of the security documents or to exercise any other rights or powers arising under the security documents except through the Security Trustee (which is also the Security Trustee for the other secured creditors under the security documents) as provided in the Security Trust Deed. A senior secured creditor (other than a hedge counterparty) can request that the Security Trustee seek the consent of senior secured creditors, which requires the affirmative vote of more than 51 per cent. of exposures (or one-third of exposures in relation to certain insolvency events) in order to enforce the securities if such senior secured creditor has first notified the Security Trustee of an event of default. See “*Description of the Security Arrangements—Majority Secured Creditors determined by Exposures*” and “*Description of the Security Arrangements—Majority Secured Creditors*” for a more detailed discussion of the manner in which the “Majority Secured Creditors” and “Exposures” are calculated.

This means that remedies available to the Noteholders upon the occurrence of an event of default under the Trust Deed or the AMTN Trust Deed (as the case may be) are limited by the Security Trust Deed. Following notification of an event of default by the Trustee in connection with the Trust Deed, the AMTN Trustee in connection with the AMTN Trust Deed or any other senior secured creditor under their relevant senior finance document, that senior secured creditor has no unilateral right to take enforcement action or to instruct the Security Trustee to do so. Following notification of any event of default, the Security Trustee must seek the instructions of all senior secured creditors before exercising any right, power or remedy in connection with the security documents. However, the Security Trust Deed does not limit or restrict the right of the senior secured creditors, including the Noteholders, to give demand for payment and give other notices (such as an acceleration notice) at any time.

As the aggregate outstanding principal amount of the Notes may represent less than the relevant majority benchmarks (being 51% of exposures or one-third of exposures (as applicable)), the Noteholders (through the Trustee) may be unable to direct any enforcement action under the Security Trust Deed without the consent of at least some of our other senior secured creditors. See “*Description of the Security Arrangements—Enforcement Action*” for a more detailed discussion of the enforcement procedures under the Security Trust Deed.

#### **It may be difficult for Noteholders to enforce their rights under the Notes, the Security Trust Deed and the security documents as holders do not have the unilateral right to enforce their rights under the Notes after a default**

Each of the Trustee and the AMTN Trustee has acceded to the Security Trust Deed as a “debt instrument trustee” (as representative for the Noteholders as “debt instrument holders”). As the appointed representative for the

Noteholders, the Trustee and the AMTN Trustee (as applicable) will have the sole power to take any actions on behalf of the Noteholders under and subject to the Security Trust Deed. Consequently, the Noteholders will not have a unilateral right to instruct the Security Trustee to take any actions under the security documents or to consent to any matter relating to such documents or the collateral securing the Notes. The Trustee or AMTN Trustee (as applicable) will have no obligation to provide any such instruction or consent on behalf of the holders of the Notes unless directed to do so by the Noteholders in accordance with the Trust Deed or AMTN Trust Deed (as applicable).

**Noteholders may not have the requisite “majority” to control voting and consents that are subject to the Security Trust Deed**

As discussed above, the Noteholders may not constitute the requisite “majority” of our secured creditors, and as such will be unable to obtain an amendment to, or grant a waiver under, any senior finance document to which the Security Trustee is a party that requires the consent of the Security Trustee (as the Security Trustee is generally required to act on the instructions of the majority secured creditors) or to present an amendment or waiver that only requires majority consent.

In addition, if the Security Trustee requests instructions from creditors, the Trustee may be unable to provide instructions to the Security Trustee within the required time frames, which may result in the Noteholders being unable to vote on the matters on which the Security Trustee has requested instructions under the Security Trust Deed. If the Security Trustee receives notice of an event of default under any of the senior finance documents that have the benefit of the Security Trust Deed, it is required to promptly notify the senior secured creditors under the Security Trust Deed and seek instructions. The Security Trustee may specify a reply period that it considers to be reasonable. Depending on the applicable time frame specified by the Security Trustee, it may be difficult for the Noteholders to provide instructions to the Trustee with sufficient time to ensure that the Trustee can provide instructions to the Security Trustee by the deadline. If the Trustee does not provide instructions to the Security Trustee by the applicable deadline, under the terms of the Security Trust Deed, the Noteholders will be deemed not to have instructed the Security Trustee in relation to the relevant amendment, waiver, consent or other matter.

**Once agreed by all Secured Creditors, consent to amend certain voting provisions in the Security Trust Deed will result in the Noteholders voting as a block in respect of decisions under the Security Trust Deed and result in any votes cast by such Noteholders not being counted as part of the Exposures calculated under the Security Trust Deed if such votes are not cast within a specified time period**

Each of the Trust Deed and the AMTN Trust Deed will provide that by purchasing a Note, each Noteholder will be taken to have unconditionally and irrevocably instructed the Trustee or AMTN Trustee (as applicable) to instruct the Security Trustee to make certain amendments to the voting provisions under the Security Trust Deed (which are summarised below) at such time as the Security Trustee seeks instructions on consent to amend these voting provisions. If implemented, such amendments will change the requirements for determining whether the approval, consent or determination or direction of the Secured Creditors under the Security Trust Deed (including Noteholders) has been given or made (other than in respect of an acceleration notice). In accordance with the terms of the Security Trust Deed, these amendments will come into full force and effect only if the Security Trustee receives unanimous instructions from all Secured Creditors to make such amendments.

First, if implemented, the effect of the amendments will be that the Secured Creditors (or any class of them (if applicable)) under a particular finance document will vote as a block in respect of a decision under the Security Trust Deed (other than in respect of an acceleration notice). This will mean that, with respect to each finance document, if:

- a requisite majority of such Secured Creditors (however described and determined in accordance with the relevant finance document) cast votes in favour of a particular decision; or
- a representative of particular Secured Creditors has instructions from a requisite majority of such Secured Creditors to cast a vote in favour of a particular decision,

all Secured Creditors (or, if applicable, all Secured Creditors of the relevant class) under such finance document will be deemed to have voted in favour of the decision. Conversely, if the requisite majority of such Secured Creditors cast votes against a particular decision, all Secured Creditors (or, if applicable, all Secured Creditors of the relevant class) under such finance document will be deemed to have voted against the decision. Accordingly, even if a holder of a Note instructs the Trustee that it has voted against a decision, the relevant holder may be deemed to have voted in favour of that decision and its individual Exposure may be counted for the purposes of calculating the Majority Secured Creditors or any decision requiring unanimous instructions from the Secured Creditors under the Security Trust Deed. Accordingly, the Security Trustee may be able to act in respect of a decision that requires instructions from the Majority Secured Creditors or from all Secured Creditors (i.e. even in respect of decisions that require unanimous instructions, such as certain amendments to the Security Trust Deed and releasing security under the Security Trust Deed), even though an individual Secured Creditor may not have consented to such decision.

Secondly, if implemented, the effect of the amendments will be that, with respect to each finance document, if a Secured Creditor fails to cast a vote on a particular decision or the representative of certain Secured Creditors (for example, the Trustee) does not provide instructions in writing within the time period specified by the Security Trustee (of at least 15 business days), such Secured Creditors (for example, the Noteholders) will be taken, for the purposes of determining whether instructions have been given from all Secured Creditors or the requisite majority of Secured Creditors (or any class of them (if applicable)) under any relevant finance document, to have an Exposure of nil and not to be Secured Creditors. Accordingly, only Secured Creditors who actually vote or whose representatives acting on their behalf provide instructions within the specified time period will be included in any calculation as to whether instructions from all Secured Creditors or the requisite majority of Secured Creditors under the relevant finance document has been obtained in relation to any matter. As noted in “—*Noteholders do not have the requisite “majority” to control voting and consents that are subject to the Security Trust Deed*” above, it may be difficult for the Noteholders to provide instructions to the Trustee within a specified time period. In turn, the inability of the Trustee or the AMTN Trustee, as the case may be, to provide instructions to the Security Trustee within a specified time period may also result in holders of the Notes being unable to vote on those instructions requested under the Security Trust Deed.

At present, we do not propose to seek the unanimous consent of all of our existing Secured Creditors to the proposed amendment to the Security Trust Deed outlined above. However, as we issue new secured debt, we will seek to include equivalent consent provisions in the relevant debt instrument or finance document. The holders of the Notes will not be deemed to have consented to any other amendments for which the Security Trustee may seek instructions.

### **The requirements of the Security Trustee to act are limited in certain respects**

Under the Security Trust Deed, the Security Trustee and its employees, agents, directors and delegates are entitled to be indemnified out of any moneys received under the Securities against all liabilities and expenses incurred in connection with the enforcement or purported enforcement of the Securities and all actions, proceedings, costs, claims and demands arising in relation to the Security Trust Deed or the Securities. If the moneys received under the Securities are insufficient to satisfy this indemnity, each of the secured creditors must indemnify the Security Trustee (rateably in accordance with their exposures). These indemnities would not apply where the Security Trustee has engaged in fraud, negligence or wilful misconduct. To the extent that

a secured creditor is required to indemnify the Security Trustee, each security provider jointly and severally indemnifies each secured creditor with respect to such amounts paid by a secured creditor.

The Trust Deed, the AMTN Trust Deed and the Security Trust Deed will not require the Trustee to expend or risk its own funds to satisfy any demand under this indemnity noted above. The Security Trustee's obligation to commence any enforcement action may, at the Security Trustee's discretion, be subject to the granting of a suitable indemnity. If such indemnity was not provided, the Security Trustee may not proceed with enforcement action, which would materially adversely affect the Noteholders.

**Our operating subsidiaries have incurred and may incur significant amounts of debt that is secured by the assets of those subsidiaries, including the assets and cash flows of our Concessionaires, to which the Notes will be structurally subordinated**

Our funding structure permits us to incur debt at the asset level subject to certain limitations under our Concession Agreements and asset level financing agreements. We raise non-recourse project debt for certain Concessionaires, other than CityLink and the West Gate Tunnel project. This non-recourse debt is generally secured by the assets and cash flows of the relevant Concessionaire, which are not part of the security that will secure the Notes. If the relevant borrowers fail to repay this debt, the lenders may enforce security over the assets that have been pledged as security, which would result in the cash flows from such assets not being available to repay the Notes, and would reduce the value of the equity interests that are part of the security for the Notes. In addition, because the subsidiaries that incur such debt are not Security Providers, if any such subsidiaries become insolvent, reorganise, dissolve or otherwise wind up, the assets of such subsidiary will be used first to satisfy the claims of its creditors. Consequently, claims of the Noteholders will be structurally subordinated to all of the claims of the creditors that are not Security Providers. Further, this non-recourse debt is typically subject to distribution lock-up tests which will prevent distributions to the Security Providers. As at December 31, 2023 there were no covenant breaches by the non-recourse borrowers in the Group. See also "*Operating and financial review—Liquidity and capital resources—Overview—Covenants*".

As at December 31, 2023, our subsidiaries that are not Security Providers had A\$14,160 million of non-recourse proportional drawn debt, all of which was secured. See "*Operating and financial review—Liquidity and capital resources*" for more information about our outstanding asset-level non-recourse debt. Neither the Trust Deed nor the AMTN Trust Deed limits the amount of additional debt that may be incurred by subsidiaries that are not Security Providers or prevent security being granted over the assets of such subsidiaries to secure such debt.

**In some situations, the Security Providers may dispose of the collateral securing the Notes and such collateral may subsequently be released by the Security Trustee**

The Security Providers must comply with restrictions on disposal of collateral securing the Notes under our senior finance documents. Where a disposal of collateral is permitted under the Trust Deed, the AMTN Trust Deed and the Transurban Group's other senior finance documents, the Security Trustee is required to release the collateral, which may result in a decrease in the value of the collateral securing the Notes.

**Any future security interest over collateral may be voidable**

Any future security interest over collateral in favour of the Security Trustee might be voidable by a liquidator of the grantor if certain events or circumstances exist or occur, including, among others, if the granting of the security interest is deemed a fraudulent conveyance or transfer; if the grantor is insolvent at the time of the granting of, or at the time an act was done to give effect to, the security interest; if the grantor became insolvent as a result of the entry into (or giving effect to) the transaction; or if the granting of the security interest permits the Noteholders to receive a greater recovery than if the security interest had not been given and a winding-up proceeding (including as deemed under Pt 5.6 of the Corporations Act) in respect of the grantor is commenced within six months following the granting of the security interest or, in certain circumstances, a longer period.



**If the Issuer defaults on the Notes, or any other Security Provider defaults on a guarantee or other amounts owing with respect to the Notes, your right to receive payments on the Notes or the guarantee may be materially adversely affected by Australian insolvency laws**

Each Security Provider is organised under the laws of Australia and, therefore, insolvency with respect to them would be most likely to proceed under, and be governed by, Australian insolvency law, which is different from the insolvency laws of the United States, England and other jurisdictions. If any Security Provider becomes insolvent or otherwise subject to external administration, the treatment and ranking of holders of the Notes and other of our creditors and our shareholders under Australian law may be different than the resulting treatment and ranking if we were subject to the bankruptcy laws of the United States, England or other jurisdictions. The application of laws, including conflicts of laws, in the context of where and how insolvency and restructuring proceedings take place is complex and may be impacted by jurisdiction of the relevant company, the governing law of any applicable documentation entered into by the relevant company, the location of the assets of the relevant company, recognition of other proceedings under the UNCITRAL Model Law, and other matters.

Fraudulent conveyance laws or similar provisions or principles have been enacted or exist for the protection of creditors in a number of jurisdictions, including Australia, and upstream or sister guarantees (including the guarantees) and covenants to pay may be subject to claims that they should be subordinated or avoided in favour of other creditors of the Security Providers. To the extent that any guarantee or covenant to pay is voided as a fraudulent conveyance, voidable transaction or otherwise held to be unenforceable, your claim against that Security Provider could be lost or limited, and you could be required to return payments previously received from any such Security Provider.

Under Australian law, if a liquidator was appointed to any Security Provider, the liquidator would have the power to investigate the validity of past transactions and commence proceedings seeking various court orders in relation to those transactions, including orders declaring certain transactions entered into prior to the winding up of such Security Provider to be void and for the repayment of money to the relevant company in respect of which the liquidator is appointed. Instances where a liquidator may seek such orders include where transactions constitute unfair loans, unreasonable director-related transactions, or transactions entered into within a specified period that a court finds were entered into, or acts were done, when the Security Provider was insolvent or the Security Provider becomes insolvent as a result and were uncommercial transactions or transactions entered into that had the effect of preferring a creditor or creditors or otherwise defeating, delaying or interfering with the rights of creditors.

In addition to the matters described above, under the laws of Australia, guarantees and covenants to pay may be set aside, subordinated or otherwise avoided by the application of fraudulent conveyance, voidable transaction, financial assistance, bankruptcy, insolvency and administration, statutory management, equitable subordination principles or other similar provisions or principles existing under the laws of Australia, including as a result of the application of laws in relation to the duties of directors to act in good faith and for proper purposes. In addition, other debts and liabilities of the Security Providers, such as certain employee entitlements or an external administrator's indemnity for expenses and remuneration, may rank ahead of claims under the Notes and the guarantees and covenants to pay in the event of external administration or statutory management or similar proceedings. If one or more of the guarantees or covenants to pay are set aside or otherwise avoided, your claim against the Security Providers giving those guarantees and covenants to pay could be lost or limited and it is possible that you may only have a claim against the Issuer and any remaining Security Provider.

It should also be noted that "ipso facto" legislation in Australia provides that enforcement of certain rights against a company under a contract, agreement or arrangement (such as a right entitling a creditor to terminate the contract or to accelerate payments or providing for automatic acceleration) are stayed for a certain period of time, if the right for enforcement arises for the reason that the company is in voluntary administration, or a managing controller (including a receiver) is appointed over the whole or substantially the whole of a company's

property, or the company is, or announces that it will be applying to be, subject to a creditors' scheme of arrangement, or that it relates to the company's financial position during any of those proceedings. The specified proceedings do not include liquidation.

The legislation provides for certain types of contracts and contractual rights to be excluded from the "ipso facto" regime by regulations and declaration. The list of excluded contracts includes, among other, contracts, agreements or arrangements that are, or govern, securities, financial products, bonds or promissory notes. If the Notes are not excluded from the operation of the "ipso facto" regime, then during any "stay period" as described above, this may render unenforceable in Australia provisions of the Notes conditional merely on the occurrence of events giving rise to the "ipso facto" rights.

**Except in limited circumstances, the liability of TIML as responsible entity for THT and TCS as trustee of TFT will be limited to the extent to which such liability can be satisfied out of the assets of the relevant trust**

TIML guarantees the obligations of the Issuer under the Notes solely in its capacity as responsible entity for THT. The liability of TIML in relation to its guarantee is limited to and can be enforced against TIML only to the extent to which such liability can be satisfied out of the assets of THT. None of the assets of TIML (other than assets that TIML holds as responsible entity for THT and out of which TIML is actually indemnified for the liability and that are available to TIML in accordance with the terms of the constitution of THT to meet its obligations in relation to its guarantee) are available to meet claims under its guarantee.

TIML is not entitled to indemnification out of assets of THT in certain circumstances, such as if TIML acts fraudulently or negligently or breaches its duty with respect to THT (whether or not such breach is in respect of its guarantee). TIML is only liable to satisfy any obligation or liability in connection with its guarantee from its personal assets to the extent that the obligation or liability is not satisfied because there is a reduction in the extent of TIML's indemnification out of the assets of THT due to TIML's gross negligence, fraud, breach of trust or breach of duty.

The liability of TCS in relation to its covenants to pay is limited to and can be enforced against TCS only to the extent to which such liability can be satisfied out of the assets of TFT. None of the assets of TCS (other than assets that TCS holds as trustee for TFT and out of which TCS is actually indemnified for the liability and that are available to TCS in accordance with the terms of the constitution of TFT to meet its obligations in relation to its covenants to pay) are available to meet claims with respect to the Notes.

**An increase in market interest rates could result in a decrease in the market value of the Notes**

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market prices of the Notes. In general, as market interest rates rise, debt securities bearing interest at fixed rates of interest decline in value. Consequently, if you purchase notes bearing interest at fixed rates of interest and market interest rates increase, the market values of those notes may decline.

The Issuer and holders of its Notes may be subject to a greater risk of rising interest rates due to the current period of rising interest rates and high inflation. The risk that interest rates may continue to rise is pronounced. We cannot predict the future level of market interest rates.

**Certain limitations on remedies and other claims with priority over claims of the Noteholders could materially adversely affect the rights of security holders in insolvency proceedings**

The right of the Security Trustee to enforce and sell the collateral securing the Notes upon the occurrence of a default will be subject to limitations under applicable law. For example, in the event of a voluntary

administration, some or all of the Security Trustee's enforcement rights may be affected (such as being prevented from enforcing a security interest except with the consent of the administrator or leave of the court).

The *Personal Property Securities Act 2009* (Cth) of Australia (the **PPSA**) establishes a national system for the registration of security interests, and a system of priority and other provisions that affect most collateral other than land. Among other things, security interests perfected by control over financial assets like bank accounts (even where they are not registered), purchase money security interests (which can include asset financing security, leases of goods and retention of title arrangements) registered as such, subject to limited exceptions, rank in priority over prior secured interests regardless of notice. Under the PPSA, third parties may purchase or lease items of collateral free of the security interest in various ways, including by any sale or lease carried on in the grantor's ordinary course of business. However, if this happens, the secured party retains a security interest in the proceeds of that sale or lease. Prohibitions on disposal contained in the security documents are not effective against third party buyers.

In relation to security over land, where such security is a registered Torrens title security interest, its priority will be subject to any interest noted on the title register before registration of the security interest. It is also subject to claims that may have obtained priority by virtue of applicable law that may affect the priority of the security interest. For example, liens arising by operation of law or charges or liens arising under statute over the relevant property (including, without limitation, local government rates and land taxes applicable to real property) may have priority over the security interest.

#### **Proceeds from any sale of the collateral upon enforcement may be insufficient to repay the Notes in full**

We cannot assure you that the net proceeds from a sale of the collateral securing the Notes would be sufficient to repay principal and accrued interest on the Notes following a foreclosure upon the collateral or a liquidation of our assets. The value of the collateral and the amount to be received by the Noteholders upon a sale of the collateral will depend upon many factors including, among others, the quantum of other secured indebtedness existing at the time, the condition of the collateral, the ability to sell the collateral in an orderly sale, the condition of the international, national and local economies, the availability of buyers and similar factors. The book value of the collateral should not be relied on as a measure of realisable value for these assets. By their nature, portions of the collateral may be illiquid and may have no readily ascertainable market value.

#### **Legal investment considerations may restrict certain investments**

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons and talons for further coupons if appropriate attached, or registered form, without interest coupons attached, in each case as specified in the applicable Final Terms. AMTNs will only be issued in registered form.

### **Bearer Notes**

The following applies to Notes specified in the applicable Final Terms to be in bearer form.

Each Tranche of Bearer Notes will be initially issued in the form of a temporary global note (a **Temporary Bearer Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Bearer Global Note**) and, together with a Temporary Bearer Global Note, each a **Bearer Global Note** which, in either case, will be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for, Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream**). Notes in bearer form will be delivered and deliverable only outside the United States (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction).

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made to the bearer of the Temporary Bearer Global Note to the extent that there is presented to the Principal Paying Agent by Clearstream or Euroclear a certificate to the effect that it has received from or in respect of a person entitled to a particular nominal amount of the Notes represented by the Temporary Bearer Global Note (as shown by its records) a certificate of non-U.S. beneficial ownership in the form required by it.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series or (ii) for definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given in connection with a payment of principal, interest or any other amount payable in respect of the Bearer Notes. The bearer of the Temporary Bearer Global Note will not (unless upon due presentation of the Temporary Bearer Global Note for exchange, delivery of the appropriate number of Definitive Bearer Notes (together, if applicable, with the Receipts, Coupons and Talons appertaining thereto) or, as the case may be, issue and delivery (or, as the case may be, endorsement) of the Permanent Bearer Global Note is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment thereon due on or after the Exchange Date.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made through Euroclear and/or Clearstream against presentation or surrender (as the case may be) of the Permanent Bearer Global Note without any requirement for certification.

Holders of beneficial ownership interests must look solely to their nominee and/or applicable clearing system to receive such payment and none of the Issuer, the Trustee, the Security Trustee, the Principal Paying Agent, any Paying Agent or the Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in Bearer Global Notes or for maintaining, supervising or reviewing any records relating to such interests.

The applicable Final Terms will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons

and talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 11) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor or alternative clearing system satisfactory to the Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 15, and the Trustee if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur on a date specified in the notice not more than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent. No definitive Bearer Note delivered in exchange for a Permanent Bearer Global Note will be mailed or otherwise delivered to any location in the United States (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction) in connection with such exchange.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

“ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.”

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons or talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, as the case may be.

## **Registered Notes**

The following applies to Notes specified in the applicable Final Terms to be in registered form.

The Registered Notes (other than AMTNs) of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (a **Registered Global Note** and, together with any Bearer Global Note, each, a **Global Note**). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2.1 and may not be held otherwise than through Euroclear or Clearstream and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Registered Global Notes will be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Clearstream, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 7.4) as the registered holder of the Registered Global Notes. None of the Issuer, the Trustee, the Principal Paying Agent, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 7.4) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default has occurred and is continuing, (ii) if the Registered Global Note is registered in the name of a nominee for a common depository for Euroclear and Clearstream and the Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor or alternative clearing system satisfactory to the Trustee is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee. The Issuer will promptly give notice to Noteholders in accordance with Condition 15, and the Trustee if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) or the Trustee may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar.

### **Transfer of Interests**

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with, and subject to, the provisions of the Agency Agreement, and the applicable procedures of Euroclear and Clearstream, in each case to the extent applicable.

### **AMTNs**

The following applies to Notes specified in the applicable Final Terms to be AMTNs.

The AMTNs of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will be issued only as Registered Notes. AMTNs will be issued in registered uncertificated form and will take the form of entries on a register established and maintained by a registrar in Australia and may be lodged with the Austraclear System.

On issue of any AMTNs, the Issuer will (unless otherwise specified in the applicable Final Terms) procure that the AMTNs are lodged with the Austraclear System. On lodgement, Austraclear will become the sole registered holder and legal owner of the AMTNs. Subject to the Austraclear System Regulations, Accountholders may

acquire rights against Austraclear in relation to those AMTNs as beneficial owners and Austraclear is required to deal with the AMTNs in accordance with the directions and instructions of the Accountholders. Any potential investors who are not Accountholders would need to hold their interest in the relevant AMTNs through a nominee who is an Accountholder. All payments by us in respect of AMTNs entered in the Austraclear System will be made directly to an account agreed with Austraclear or as it directs in accordance with the Austraclear System Regulations.

### ***Holding of AMTNs through Euroclear and Clearstream***

Once lodged with the Austraclear System, interests in the AMTNs may be held through Euroclear or Clearstream. In these circumstances, entitlements in respect of holdings of interests in the AMTNs in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear, while entitlements in respect of holdings of interests in the AMTNs in Clearstream would be held in the Austraclear System by a nominee of J.P. Morgan Chase Bank N.A., as custodian for Clearstream.

The rights of a holder of interests in AMTNs held through Euroclear or Clearstream are subject to the respective rules and regulations of Euroclear and Clearstream, the arrangements between Euroclear and Clearstream and their respective nominees and the Austraclear System Regulations.

### ***Transfers***

Any transfer of AMTNs will be subject to the Corporations Act and the other requirements set out in the Terms and Conditions of the AMTNs and, where the AMTNs are entered in the Austraclear System, the Austraclear System Regulations.

Secondary market sales of AMTNs settled in the Austraclear System will be settled in accordance with the Austraclear System Regulations.

### ***Relationship of Accountholders with the Austraclear System***

Accountholders who acquire an interest in AMTNs lodged with the Austraclear System must look solely to Austraclear for their rights in relation to such AMTNs and will have no claim directly against the Issuer in respect of such AMTNs although under the Austraclear System Regulations, Austraclear may direct the Issuer to make payments direct to the relevant Accountholders.

Where Austraclear is registered as the holder of any AMTNs that is lodged with the Austraclear System, Austraclear may, where specified in the Austraclear System Regulations, transfer the AMTNs to the person in whose Security Record (as defined in the Austraclear System Regulations) those AMTNs are recorded and, as a consequence, remove those AMTNs from the Austraclear System.

Potential investors in AMTNs should inform themselves of, and satisfy themselves with, the Austraclear System Regulations and (where applicable) the rules of Euroclear and Clearstream and the arrangements between them and their nominees in the Austraclear System.

AMTNs lodged with the Austraclear System will be transferable only in accordance with the rules and regulations (in force from time to time) of the Austraclear System. The transferor of an AMTN is deemed to remain the holder of such AMTN until the name of the transferee is entered in the register in respect of such AMTN.

### **General**

Pursuant to the Agency Agreement, the Principal Paying Agent or (in respect of the AMTNs) pursuant to the Australian Agency Agreement, the Australian Agent, shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further

Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

For so long as any Note of any Series is represented by a Global Note held on behalf of Euroclear and/or Clearstream, each person (other than Euroclear and/or Clearstream) who is for the time being shown in the records of Euroclear or Clearstream, as the case may be, as the holder of a particular nominal amount of the Notes of such Series (in which regard any certificate or other document issued by Euroclear and/or Clearstream as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee, the Security Trustee and their respective agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal, interest and any other amount payable on such nominal amount of such Notes, for which purposes the bearer of the relevant Bearer Global.

Note, or the registered holder of the relevant Registered Global Note shall be treated by the Issuer, the Trustee, the Security Trustee and their respective agents as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note, and the expression **Noteholder** and related expressions shall be construed accordingly.

Any reference herein to Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to take such proceedings, fails to do so within a reasonable period and such failure shall be continuing.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a new Offering Circular or a supplement to the Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.



## APPLICABLE FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.*

**[MiFID II Product Governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer[‘s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[‘s/s’] target market assessment; however a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]<sup>2</sup>

**[UK MiFIR Product Governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer[‘s/s’] product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (the **UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

**[Prohibition of Sales to EEA Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (as amended, **MiFID II**)]/[**MiFID II**]; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of **MiFID II**; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the **PRIIPs Regulation**.]

**[Prohibition of Sales to UK Retail Investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the **EUWA**; (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (**UK**) (the **FSMA**) and any rules or regulations made under the **FSMA** to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1)

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<sup>2</sup> Applicable in the case where a “manufacturer” participates in the issuance. Delete this legend if there are none.

of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[Notification under Section 309B(1)(C) of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore** – In connection with Section 309B of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>3</sup>

[Date]

**TRANSURBAN FINANCE COMPANY PTY LTD (ABN 65 098 539 452)**  
**Legal Entity Identifier (LEI): 54930081LPJMUMEA6E57**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] under the U.S.\$10,000,000,000**  
**Secured Euro Medium Term Note Programme**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [●] [and the Supplemental Offering Circular dated [date]] ([together,] the Offering Circular). This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular. The Offering Circular is available for viewing at all reasonable times during normal business hours and copies may be obtained from the Issuer at its registered office at Level 31, Tower Five, Collins Square, 727 Collins Street, Docklands VIC 3008, Australia and from the specified offices of the Principal Paying Agent for the time being at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated [original date] [and the Supplemental Offering Circular dated [date]] which [are incorporated by reference in the Offering Circular dated [●] and] are attached hereto. This document constitutes the Final Terms of the Notes described herein and must be read in conjunction with the Offering Circular dated [●] [and the Supplemental Offering Circular dated [date]] ([together,] the Offering Circular), save in respect of the Conditions which are extracted from the Offering Circular dated [original date] [and the Supplemental Offering Circular dated [date]]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular. Copies of such Offering Circulars are available for viewing at all reasonable times during normal business hours and copies may be obtained from the Issuer at its registered office at Level 31, Tower Five, Collins Square, 727 Collins Street, Docklands VIC 3008, Australia. Upon prior written request and satisfactory proof of holdings and identity to the

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<sup>3</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Trustee, copies of such Offering Circular will be available (i) from the specified offices of the Trustee during normal business hours (being Monday to Friday 9:00am to 3:00pm (excluding public holidays)) for the time being at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom or (ii) sent by the Trustee to the relevant Noteholders by email.

*[Insert the following language for an issue of AMTNs.]*

The Notes will be constituted by a trust deed (the **AMTN Trust Deed**) dated *[date]* between the Issuer and the AMTN Trustee and will be issued in registered uncertificated form by inscription on a register. The Notes are AMTNs for the purposes of the Offering Circular dated *[date]* and the Conditions.

Notes will be offered in Australia only in the wholesale capital markets and on the basis that no disclosure to investors is required under Part 6D.2 or 7.9 of the Corporations Act.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]*

1 Issuer: Transurban Finance Company Pty Ltd

2

a. Series Number:

b. Tranche Number:

*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*

3 Specified Currency or Currencies:

4 Aggregate Nominal Amount:

a. Series:

b. Tranche:

5

a. Issue Price: per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]

b. Net Proceeds: *(include for listed issues if required by the relevant stock exchange on which the Notes are listed.)*

6

a. Specified Denominations:

*(Note where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:*

*"€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000.")*

*(N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area or United Kingdom exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation, the €100,000 minimum denomination is not required.)*

*(In the case of Registered Notes, this means the minimum integral amount in which transfers can be made.)*

*(N.B. In the case of AMTNs, this should be a single denomination.)*

b. Calculation Amount:

*(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*

7

a. Issue Date:

b. Interest Commencement Date:

[specify/Issue Date/Not Applicable]

*(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

8 Maturity Date:

[Fixed rate - specify date / Floating rate - Interest Payment Date falling in or nearest to [specify month]]

9 Interest Basis:

[[ ] per cent.  
Fixed Rate]

[[EURIBOR/BBSW Rate] +/- [ ] per cent. Floating Rate]

[Zero Coupon]

[Index Linked Interest] [Dual Currency Interest]

[specify other]

(further particulars specified below)

10 Redemption/Payment Basis:

[Redemption at par]

[Index Linked Redemption]

[Dual Currency Redemption]

[Partly Paid]

[Instalment]

[specify other]

11 Change of Interest Basis or Redemption/Payment Basis:

[Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]

12 Put/Call Options:

[Investor Put]

[Issuer Call]

[(further particulars specified below)]

- 13 Status of the Notes: Senior Secured
- 14 Method of distribution: [Syndicated/Non-syndicated]
- 15 Listing: [[Specify]/None]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- 16 Fixed Rate Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- a. Rate(s) of Interest: per cent. per annum payable [annually/semi-annually/quarterly/other (specify)] in arrear] *(If payable other than annually, consider amending Condition 6)*
- b. Interest Payment Date(s): in each year up to and including the[Maturity Date]/[specify other]]  
*(N.B. This will need to be amended in the case of long or short coupons)*
- c. Fixed Coupon Amount(s): per Calculation Amount  
*(Applicable to Notes in definitive form.)*
- d. Broken Amount(s): per Calculation Amount, payable on the Interest Payment Date falling [in/on]  
*(Applicable to Notes in definitive form.)*
- e. Day Count Fraction: [30/360 or Actual/Actual (ICMA) or RBA Bond Basis or [specify other]]
- f. Determination Date(s): in each year  
*(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*  
*N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration*  
*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- g. Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]
- 17 Floating Rate Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- a. Specified Period(s)/Specified Interest Payment Dates:
- b. Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ [specify other]]

- c. Additional Business Centre(s):
- d. Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/BBSW Rate Determination/specify other]
- e. Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):
- f. Screen Rate Determination:
- (i) Reference Rate: *(Either EURIBOR or other, although additional information is required if other - including fallback provisions in the Agency Agreement)*
- (ii) Interest Determination Date(s): *(Second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR)*
- (iii) Relevant Screen Page: *(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- g. ISDA Determination:
- (i) Floating Rate Option:
- (ii) Designated Maturity:
- (iii) Reset Date:
- (iv) ISDA Definitions [2006/2021]
- h. BBSW Rate Determination: As per Condition 6.2(b)(iv)
- i. Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- j. Margin(s): [+/-] per cent. per annum
- k. Minimum Rate of Interest: per cent. per annum
- l. Maximum Rate of Interest: per cent. per annum
- m. Day Count Fraction: [Actual/Actual (ISDA) Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 30/360 30E/360 30E/360 (ISDA) Other] *(See Condition 6 for alternatives)*

- n. Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:
- 18 Zero Coupon Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- a. Accrual Yield: per cent. per annum
- b. Reference Price:
- c. Any other formula/basis of determining amount payable:
- d. Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 8.5 and 8.10 apply/specify other] *(Consider applicable day count fraction if not U.S. dollar denominated)*
- 19 Index Linked Interest Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent: [give name]
- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Agent):
- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (e) Specified Period(s)/Specified Interest Payment Dates:
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/ specify other]
- (g) Additional Business Centre(s):
- (h) Minimum Rate of Interest: per cent. per annum
- (i) Maximum Rate of Interest: per cent. per annum
- (j) Day Count Fraction:
- 20 Dual Currency Interest Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent):
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Person at whose option Specified Currency(ies) is/are payable:

**PROVISIONS RELATING TO REDEMPTION**

- 21 Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
  - (a) Optional Redemption Date(s):
  - (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): per Calculation Amount/specify other/see Appendix]
  - (c) If redeemable in part:
    - (i) Minimum Redemption Amount: [None]/[Specify]
    - (ii) Maximum Redemption Amount: [None]/[Specify]
  - (d) Notice period (if other than as set out in the Conditions):
- 22 Investor Put: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
  - (a) Optional Redemption Date(s):
  - (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [ per Calculation Amount/specify other/see Appendix]
  - (c) Notice period (if other than as set out in the Conditions):  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)*
- 23 Final Redemption Amount [ per Calculation Amount/specify other/see Appendix]



- 24 Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 8.5): [            per Calculation Amount/specify other/see Appendix]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- 25 Form of Notes: [Bearer Notes:  
 [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event]  
 [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]  
*(Note that language substantially to the following effect: “€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000”*  
*in paragraph 6 is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note in bearer form exchangeable for Definitive Notes in bearer form).*  
 [Permanent Global Note exchangeable for Definitive Notes only upon an Exchange Event]  
 [Registered Notes:  
 [Registered Global Note (U.S.\$            nominal amount) registered in the name of a common depository for Euroclear and Clearstream]  
 [The Notes are AMTNs, as referred to in the Offering Circular, and will be issued in registered uncertificated form, constituted by the AMTN Trust Deed and take the form of entries on a register to be maintained by the Australian Agent (as defined below). Copies of the AMTN Trust Deed are available from the AMTN Trustee at its principal office in Sydney.]]
- 26 Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 17(c) and 19(g) relate)*
- 27 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]

- 28 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment [Not Applicable/give details. *N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues*]
- 29 Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable/give details]
- (b) Instalment Date(s): [Not Applicable/give details]
- 30 Redenomination applicable: Redenomination [not] applicable  
*[(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))]*
- 31 Other final terms: [Not Applicable/give details]
- 32 Ratings: [Not Applicable/give details]  
 [Credit ratings are for distribution only to a person who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive the Offering Circular and anyone who receives the Offering Circular must not distribute it to any person who is not entitled to receive it.]
- 33 Prohibition of Sales to EEA or UK Retail Investors: [Applicable - [EEA] [UK]/Not Applicable]  
*(If the Notes clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)*

## **DISTRIBUTION**

- 34
- (a) If syndicated, names of Managers: [Not Applicable/give name(s)]
- (b) Stabilising Manager(s) (if any): [Not Applicable/give name(s)]
- 35 If non-syndicated, name of relevant Dealer: [Not Applicable/give name(s)]

- 36 Whether TEFRA D/TEFRA C rules are applicable or TEFRA rules not applicable: [D Rules/C Rules/TEFRA not applicable]
- 37 Additional selling restrictions: [Not Applicable/*give details*]
- OPERATIONAL INFORMATION**
- 38
- (a) ISIN Code:
- (b) Common Code:
- (c) Classification of Financial Instruments Code (CFI): [ /Not Applicable]
- (d) Financial Instrument Short Name (FISN): [ /Not Applicable]
- 39 Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A. and/or Austraclear Ltd as operator of the Austraclear System and the relevant identification numbers [Not Applicable/*give details*]
- 40 Delivery: Delivery [against/free of] payment
- 41 Names and addresses of additional Paying Agent(s) (if any): [Not Applicable/*give name(s) and address(es)*]
- [If the Notes are AMTNs, insert the following:*  
BTA Institutional Services Australia Limited (ABN 48 002 916 396) has been appointed under the Australian Agency Agreement dated [date] as issuing, paying and transfer agent and registrar (**Australian Agent**) in respect of the AMTNs. The Australian Agent's address is Level 2, 1 Bligh Street, Sydney NSW 2000, Australia.]
- 42 Name and address of Registrar (if applicable): [Not Applicable/*give name(s) and address(es)*]
- 43 Name and address of Transfer Agent (if applicable): [Not Applicable/*give name(s) and address(es)*]
- 44 Name and address of Calculation Agent (if any): [Not Applicable/*give name(s) and address(es)*]
- 45 Name and address of Trustee (if any): [The Bank of New York Mellon, London Branch/BNY Trust Company of Australia Limited (ABN 49 050 294 052) and address(s)]

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and admission to trading on [the Singapore Exchange Securities Trading Limited/*specify relevant market*]] of the Notes described herein pursuant to the U.S.\$10,000,000,000 Secured Euro Medium Term Note Programme of Transurban Finance Company Pty Ltd.

## **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of Transurban Finance Company Pty Ltd:

By:

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*Duly authorised*

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Form of the Notes” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Transurban Finance Company Pty Ltd (the **Issuer**) and (other than Notes which are specified in the applicable Final Terms as being denominated in Australian dollars and issued in the Australian domestic capital market (**AMTNs**)) constituted by an amended and restated Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) dated April 17, 2023 made between the Issuer, Transurban Collateral Security Pty Ltd (ABN 26 097 586 797) as trustee of the Transurban Finance Trust — City Link (in such capacity, **Finance Trust**) and The Bank of New York Mellon (the **Trustee**, which expression shall include any successor as Trustee). AMTNs will be constituted by an AMTN Trust Deed (such AMTN Trust Deed as modified and/or supplemented and/or restated from time to time, the **AMTN Trust Deed**) dated August 30, 2017 (as amended, supplemented, or restated from time to time) made between the Issuer, Finance Trust and BNY Trust Company of Australia Limited (ABN 49 050 294 052) (the **AMTN Trustee**, which expression shall include any successor as AMTN Trustee).

References herein to the Notes shall be references to the Notes of the Series of which this Note forms part and shall mean:

- (a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the currency specified therein or, if none is specified, the currency in which the Notes are denominated (the **Specified Currency**);
- (b) any Global Note in bearer form (a **Bearer Global Note**);
- (c) any Global Note in registered form (a **Registered Global Note**);
- (d) definitive Notes in bearer form (**Definitive Bearer Notes**, and together with Bearer Global Notes, the **Bearer Notes**) issued in exchange for a Bearer Global Note;
- (e) definitive Notes in registered form (**Definitive Registered Notes**, and together with Registered Global Notes, the **Registered Notes**), whether or not issued in exchange for a Registered Global Note; and
- (f) AMTNs.

The Notes (other than AMTNs), the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an amended and restated Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated August 30, 2017 and made between the Issuer, the Trustee, The Bank of New York Mellon as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor principal paying agent) and as paying agent (together with (i) any additional or successor paying agent appointed under the Agency Agreement and (ii) the Australian Agent (as defined below), the **Paying Agents** and each a **Paying Agent**) and The Bank of New York Mellon SA/NV, Luxembourg Branch as transfer agent (the **Transfer Agent**, which expression shall include any additional or successor transfer agents appointed in accordance with the Agency Agreement) and as registrar (the **Registrar**,

which expression shall include any successor registrar and together with the Paying Agents and Transfer Agents, the **Agents**). The Issuer and BTA Institutional Services Australia Limited (ABN 48 002 916 396) as registrar and issuing and paying agent in Australia (the **Australian Agent**) have entered into an agency and registry services agreement (as amended and/or supplemented and/or restated from time to time, the **Australian Agency Agreement**) dated August 30, 2017 in relation to the AMTNs.

The Notes will be secured by each Security as defined in the Security Trust Deed (such Security Trust Deed as amended and/or supplemented and/or restated from time to time, the **Security Trust Deed**) originally dated June 28, 2002 between the Issuer, Finance Trust the Agent defined therein, BTA Institutional Services Australia Limited (the **Security Trustee**, which expression shall include any successor as Security Trustee appointed under the Security Trust Deed) and others.

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Final Terms) have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes and Global Notes do not have Receipts, Coupons or Talons attached on issue. The provisions of these Conditions (as defined below) relating to Bearer Notes, Global Notes, Certificates, Receipts, Coupons and or Talons do not apply to AMTNs.

The Final Terms (or the relevant provisions thereof) applying to this Note is attached to or endorsed on this Note and supplements these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **applicable Final Terms** are to the Final Terms (or the relevant provisions thereof) applying to, attached to or endorsed on this Note.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean, in the case of Bearer Notes, the holders of the Bearer Notes and, in the case of Registered Notes, the persons in whose name the Registered Notes are registered, and shall, in relation to any Notes represented by a Global Note or a Registered Note, be construed as provided below. Any reference herein to **Receiptholders** shall mean the holders of the Receipts and any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons. The Trustee acts for the benefit of the Noteholders, the Receiptholders and the Couponholders, in accordance with the provisions of the Trust Deed. The AMTN Trustee acts for the benefit of the holders of AMTNs, in accordance with the provisions of the AMTN Trust Deed. The Trustee is not appointed in respect of any AMTNs and accordingly, if the agreement, opinion, approval, consent, satisfaction or any similar action or decision (however described) is specified or required of, from, by or on the part of the Trustee with respect to any Notes or documents in these Conditions, such agreement, opinion, approval, consent, satisfaction or any similar action or decision (however described) of the Trustee shall not be required in respect of any AMTNs, the AMTN Trust Deed or any other document or agreement in connection with them.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and Series means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed, the AMTN Trust Deed, the Security Trust Deed, each Security, the Agency Agreement and the Australian Agency Agreement are available for inspection at all reasonable times during normal business hours at the specified office of the Trustee being at the date hereof 160 Queen Victoria Street, London EC4V 4LA, United Kingdom and at the specified office of each of the Paying Agents and the Registrar. The AMTN

Trust Deed will be held by the AMTN Trustee and copies of the AMTN Trust Deed and the Australian Agency Agreement referred to above are available for inspection free of charge during usual business hours at the principal office of the AMTN Trustee and the Australian Agent respectively, being at Level 2, 1 Bligh Street, Sydney NSW 2000, Australia. Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and each of the Paying Agents and copies may be obtained from those offices during normal business hours save that, if this Note is an unlisted Note of any Series, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Trustee (or the AMTN Trustee in respect of holders of AMTNs) and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, and are bound by, (in respect of holders of all Notes (other than AMTNs)) all the provisions of the Trust Deed, (in respect of holders of AMTNs only) the AMTN Trust Deed, the Security Trust Deed, each Security, the Agency Agreement or the Australian Agency Agreement, as the case may be, and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, the AMTN Trust Deed, the Security Trust Deed, the Agency Agreement and the Australian Agency Agreement.

Words and expressions defined in the Trust Deed, the AMTN Trust Deed, the Agency Agreement, the Australian Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement (or, in the case of AMTNs, between the AMTN Trust Deed and the Australian Agency Agreement), the Trust Deed (or, in the case of AMTNs, the AMTN Trust Deed) will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Final Terms (or, in the case of AMTNs, between the AMTN Trust Deed or the Australian Agency Agreement and the applicable Final Terms), the applicable Final Terms will prevail. If any such document terminates or expires in accordance with its terms and such document is necessary to interpret these Conditions, without prejudice to that termination or expiry, references to such document shall be interpreted as references to the form of that document which existed immediately prior to its termination or expiry.

## **1 FORM, DENOMINATION AND TITLE**

The Notes may be in bearer form and or in registered form as specified in the applicable Final Terms and, in the case of definitive Notes, will be serially numbered, in the Specified Currency and the Specified Denomination(s). Save as provided in Condition 2, Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and vice versa.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery. Title to Registered Notes will pass upon registration of transfers in the books of the Registrar or, in the case of AMTNs, the Australian Agent in accordance with the provisions of the Agency Agreement or the Australian Agency Agreement respectively. The Issuer, the Paying Agents, the Trustee, the AMTN Trustee, the Registrar and the Transfer Agent will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt

or Coupon and any person in whose name a Registered Note is registered as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream**), each person (other than Euroclear or Clearstream) who is for the time being shown in the records of Euroclear or of Clearstream as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Paying Agents, the Trustee, the Registrar and the Transfer Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer or registered holder of the relevant Global Note shall be treated by the Issuer, the Paying Agents, the Trustee, the Registrar and the Transfer Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, as the case may be. References to Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

In the case of AMTNs, the following provisions shall apply in lieu of the above-mentioned provisions of Condition 1 in the event of any inconsistency.

AMTNs will be debt obligations of the Issuer owing under the AMTN Trust Deed, will be uncertificated and will take the form of entries in a register to be established and maintained by the Australian Agent in Sydney unless otherwise agreed with the Australian Agent (pursuant to the Australian Agency Agreement). The Agency Agreement is not applicable to the AMTNs.

AMTNs will not be serially numbered. Each entry in the register constitutes a separate and individual acknowledgement to the relevant Noteholder of the indebtedness of the Issuer to the relevant Noteholder. The obligations of the Issuer in respect of each AMTN constitute separate and independent obligations which the Noteholder is entitled to enforce in accordance with these Conditions and the AMTN Trust Deed. No certificate or other evidence of title will be issued by or on behalf of the Issuer unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

No AMTN will be registered in the name of more than four persons. AMTNs registered in the name of more than one person are held by those persons as joint tenants. AMTNs will be registered by name only, without reference to any trusteeship and an entry in the register in relation to an AMTN constitutes conclusive evidence that the person so entered is the registered owner of such AMTN, subject to rectification for fraud or error.

Upon a person acquiring title to any AMTNs by virtue of becoming registered as the owner of that AMTN, all rights and entitlements arising by virtue of the AMTN Trust Deed in respect of that AMTN vest absolutely in the registered owner of the AMTN, such that no person who has previously been registered as the owner of the AMTN has or is entitled to assert against the Issuer, the AMTN Trustee or the Australian Agent or the registered



owner of the AMTN for the time being and from time to time any rights, benefits or entitlements in respect of the AMTN.

## 2 TRANSFERS OF REGISTERED NOTES

### 2.1 Transfers of Interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Registered Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee for Euroclear or Clearstream shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of Euroclear or Clearstream or to a successor of Euroclear or Clearstream or such successor's nominee.

### 2.2 Transfers of Registered Notes (other than AMTNs) Generally

Registered Notes may not be exchanged for Bearer Notes and *vice versa*.

Upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, and subject to compliance with all applicable legal and regulatory restrictions, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the applicable Final Terms). In order to effect any such transfer:

- (a) the holder or holders must:
  - (i) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and
  - (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent; and
- (b) the Registrar or, as the case may be, the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such regulations as the Issuer, the Principal Paying Agent, the Trustee and the Registrar, may prescribe (such initial regulations being set out in Schedule 4 to the Agency Agreement), which may be changed by the Issuer with the prior written approval of the Registrar, the Principal Paying Agent and the Trustee. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by mail to such address as the transferee may request, a new Definitive Registered Note of a like aggregate

nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

### **2.3 Registration of Transfer upon Partial Redemption**

In the event of a partial redemption of Notes under Condition 8, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

### **2.4 Transfers of AMTNs**

AMTNs may be transferred in whole but not in part. Unless lodged in the clearing system operated by Austraclear Ltd (**Austraclear**), the AMTNs will be transferable by duly completed and (if applicable) stamped transfer and acceptance forms in the form specified by, and obtainable from, the Australian Agent or by any other manner approved by the Issuer and the Australian Agent. Each transfer and acceptance form must be accompanied by such evidence (if any) as the Australian Agent may require to prove the title of the transferor or the transferor's right to transfer the AMTNs and be signed by both the transferor and the transferee.

A person becoming entitled to an AMTN as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Australian Agent considers sufficient, transfer such AMTN or, if so entitled, become registered as the holder of the AMTN.

Where the transferor executes a transfer of less than all of the AMTNs registered in its name, and the specific AMTNs to be transferred are not identified, the Australian Agent may register the transfer in respect of such of the AMTNs registered in the name of the transferor as the Australian Agent thinks fit, provided the aggregate nominal amount of the AMTNs registered as having been transferred equals the aggregate nominal amount of the AMTNs expressed to be transferred in the transfer.

### **2.5 Transfer of the Notes**

The Notes may only be transferred within, to or from Australia if (i) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (or its equivalent in any other currency and, in either case, disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act 2001 (Cth) (the Corporations Act), (ii) the transfer is not to a "retail client" for the purposes of section 761G of the Corporations Act, (iii) the transfer is in compliance with all applicable laws, regulations or directives (including, without limitation, in the case of a transfer to or from Australia, the laws of the jurisdiction in which the transfer takes place), and (iv) in the case of a transfer between persons outside Australia, if a transfer and acceptance form is signed outside Australia. A transfer to an unincorporated association is not permitted.

### **2.6 Costs of Registration**

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

### **2.7 Closed Periods**

No Noteholder may require the transfer of a Registered Note to be registered during the period of:

- (a) 15 days ending on (and including) the due date for redemption of, or payment of any Instalment Amount in respect of, that Note; and
- (b) seven days ending on (and including) any Record Date (as defined in Condition 7.4).

## **2.8 Exchange of Registered Notes Generally**

Holders of Definitive Registered Notes may exchange such Notes for interests in a Registered Global Note of the same type at any time.

## **2.9 No transfer to retail clients**

No Notes (whether in bearer form or registered form) may be transferred to a “retail client” within the meaning of section 761G of the Corporations Act.

# **3 STATUS OF THE NOTES**

The Notes and any related Receipts and Coupons are direct, unconditional, unsubordinated and secured obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for certain obligations required to be preferred by law) in priority to all unsecured obligations of the Issuer, from time to time outstanding.

# **4 SECURITY AND NEGATIVE PLEDGE**

## **4.1 Security**

- (a) The Trustee has for and on behalf of the Noteholders executed an accession certificate dated October 27, 2011 to accede to the Security Trust Deed as a Senior Secured Creditor pursuant to Clause 16.3 of the Security Trust Deed in order that the Notes be secured or guaranteed (as applicable) by each Security in accordance with and subject to the terms of the Security Trust Deed. The AMTN Trustee has for and on behalf of the holders of AMTNs executed an accession certificate dated August 30, 2017 to accede to the Security Trust Deed as a Senior Secured Creditor pursuant to Clause 16.3 of the Security Trust Deed in order that the AMTNs be secured or guaranteed (as applicable) by each Security in accordance with and subject to the terms of the Security Trust Deed.
- (b) Each Security is governed by the laws of Victoria, Australia (other than the share mortgage dated September 14, 2007 granted by Transurban International Limited, which is governed by the laws of Bermuda) and has been given in favour of the Security Trustee which holds each such Security for a defined class of beneficiaries including the Noteholders (following accession by the Trustee or the AMTN Trustee, as the case may be, to the Security Trust Deed in the manner referred to in paragraph (a) above) in accordance with the Security Trust Deed.
- (c) Subject to the provisions of the Security Trust Deed, each Security may only be enforced by the Security Trustee. The Security Trustee is only required to enforce the Security on receiving instructions from the requisite majority of Senior Creditors as more fully described in Condition 11.2, Condition 11.3 and the Security Trust Deed.

## **4.2 Negative Pledge**

So long as any of the Notes remains outstanding (as defined in the Trust Deed), the Issuer will not create or have outstanding any mortgage, charge, lien, pledge or other security interest in addition to each Security described in the Security Trust Deed (each such additional mortgage, charge, lien, pledge or other security interest a **Relevant Security Interest**) upon, or with respect to, any part of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure any Relevant

Indebtedness (as defined below), unless the Issuer, in the case of the creation of a Relevant Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

- (a) all amounts payable by it under the Notes, the Coupons and the Trust Deed (or under the AMTNs and the AMTN Trust Deed) are secured by the Relevant Security Interest equally and rateably with the Relevant Indebtedness to the satisfaction of the Trustee (or the AMTN Trustee, in the case of AMTNs) in its absolute discretion; or
- (b) such other Relevant Security Interest or other arrangement (whether or not it includes the giving of a Relevant Security Interest) is provided either:
  - (i) as the Trustee (or the AMTN Trustee, in the case of AMTNs) in its absolute discretion deems not materially less beneficial to the interests of the Noteholders; or
  - (ii) as is approved by an Extraordinary Resolution (which is defined in the Trust Deed (or the AMTN Trust Deed, in the case of AMTNs) as a resolution duly passed by a majority of not less than three-fourths of the votes cast thereon) of the Noteholders.

For the purposes of these Conditions, **Relevant Indebtedness** means:

- (A) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities which are for the time being, or are intended to be, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other securities market; and
- (B) any guarantee or indemnity of such indebtedness referred to in (A) above.

## 5 REDENOMINATION

This Condition 5 does not apply to AMTNs.

Where redenomination is specified in the applicable Final Terms as being applicable, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders but after prior consultation with the Trustee, on giving prior notice to the Paying Agents, the Transfer Agents and the Registrar (if applicable), Euroclear and Clearstream and at least 30 days' prior notice to the Noteholders in accordance with Condition 15, elect that, with effect from the Redenomination Date specified in the notice, the Notes shall be redenominated in euro.

The election will have effect as follows:

- (a) the Notes and the Receipts shall be deemed to be redenominated in euro in the denomination of euro 0.01 with a nominal amount for each Note and Receipt equal to the nominal amount of that Note or Receipt in the Specified Currency, converted into euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Principal Paying Agent and the Trustee (in the case of Bearer Notes) or the Registrar and the Trustee (in the case of Registered Notes), that the then market practice in respect of the redenomination in euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal

amount of Notes held (or, as the case may be, in respect of which Coupons are presented for payment) by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01;

- (c) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in the denominations of euro 1,000, euro 10,000, euro 100,000 and (but only to the extent of any remaining amounts less than euro 1,000 or such smaller denominations as the Principal Paying Agent and the Trustee may approve) euro 0.01 and such other denominations as the Principal Paying Agent shall determine and notify to the Noteholders, provided that in respect of any Notes the applicable Final Terms for which provide for a minimum Specified Denomination in the Specified Currency which is equivalent to at least euro 100,000 and which are admitted to trading on a regulated market in the European Economic Area, such Notes shall be issued in the denomination of euro 100,000 and/or such higher amounts as the Issuer may determine and notify to the Noteholders and any remaining amounts less than euro 100,000 shall be redeemed by the Issuer and paid to the Noteholders in euro in accordance with Condition 7;
- (d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the **Exchange Notice**) that replacement euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Issuer may specify and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (e) after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque;
- (f) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated:
  - (i) in the case of the Notes represented by a Global Note, by applying the Rate of Interest to the aggregate outstanding nominal amount of the Notes represented by such Global Note; and
  - (ii) in the case of definitive Notes, by applying the Rate of Interest to the Calculation Amount,and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding; and
- (g) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest.

For the purposes of the Conditions, the following expressions have the following meanings:

**Established Rate** means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Union regulations) into euro established by the Council of the European Union pursuant to Article 140 of the Treaty;

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty;

**Redenomination Date** means (in the case of interest bearing Notes) any date for payment of interest under the Notes or (in the case of Zero Coupon Notes) any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to Condition 5 above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union; and

**Treaty** means the Treaty on the Functioning of the European Union, as amended.

## 6 INTEREST

### 6.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date (or such earlier date as may be fixed for redemption in accordance with the Conditions).

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 6.1:

- (a) if “Actual/Actual (ICMA)” is specified in the applicable Final Terms:

- (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
- (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
  - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
  - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year;
- (b) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (c) if “RBA Bond Basis” is specified in the applicable Final Terms, one divided by the number of Interest Payment Dates in a year (or where the Determination Period does not constitute an Interest Period, the actual number of days in the Determination Period divided by 365 (or, if any portion of the Determination Period falls in a leap year, the sum of:
  - (i) the actual number of days in that portion of the Determination Period falling in a leap year divided by 366; and
  - (ii) the actual number of days in that portion of the Determination Period falling in a non-leap year divided by 365)).

For the purposes of the Conditions:

**Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on (but excluding) the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 6.2 Interest on Floating Rate Notes and Index Linked Interest Notes

### (a) *Interest Payment Dates*

Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in the Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 6.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply mutatis mutandis or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

For the purposes of these Conditions, **Business Day** means a day which is both:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Sydney, London and each Additional Business Centre specified in the applicable Final Terms; and
- (b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the



Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open.

(b) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Final Terms.

(i) *ISDA Determination for Floating Rate Notes*

Where “ISDA Determination” is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions or the 2021 ISDA Definitions (as specified in the applicable Final Terms), each as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is either (a) if the applicable Floating Rate Option is based on the Euro-zone interbank offered rate (**EURIBOR**), the first day of that Interest Period or (b) in any other case, as specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) *Screen Rate Determination for Floating Rate Notes*

Where “Screen Rate Determination” is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of

such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such offered quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(iii) *Linear Interpolation for Floating Rate Notes*

Where “Linear Interpolation” is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

**Applicable Maturity** means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate and, (b) in relation to ISDA Determination, the Designated Maturity.

(iv) *BBSW Rate Determination for Floating Rate Notes*

Where “BBSW Rate Determination” is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the BBSW Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this Condition 6.2(b)(iv), **BBSW Rate** for an Interest Period means the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the “AVG MID” on the Reuters Screen BBSW Page (or any designation which replaces that designation on that page, or any replacement page) at approximately 10.15 am (or such other time at which such rate customarily appears on that page) on the first day of that Interest Period. However, if such rate does not appear on the Reuters Screen BBSW Page (or any replacement page) by 10.30 am on that day (or such other time that is 15 minutes after the then prevailing time), or if it does appear but the Australian Agent determines that there is an obvious error in that rate, **BBSW Rate** means the rate determined by the Australian Agent having regard to comparable indices then available. The rate calculated or determined by the Australian Agent will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(c) ***Minimum Rate of Interest and/or Maximum Rate of Interest***

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(d) ***Determination of Rate of Interest and calculation of Interest Amounts***

The Principal Paying Agent or (in the case of AMTNs) the Australian Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or (in the case of AMTNs) the Australian Agent or the Calculation Agent (as the case may be) will calculate the amount of interest (the **Interest Amount**) payable in respect of each Specified Denomination on the Floating Rate Notes or Index Linked Interest Notes respectively, for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 6.2:

- (i) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- (ii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- Y<sub>1</sub>** = is the year, expressed as a number, in which the first day of the Interest Period falls;
- Y<sub>2</sub>** = is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- M<sub>1</sub>** = is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- M<sub>2</sub>** = is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- D<sub>1</sub>** = is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and
- D<sub>2</sub>** = is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- Y<sub>1</sub>** = is the year, expressed as a number, in which the first day of the Interest Period falls;
- Y<sub>2</sub>** = is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- M<sub>1</sub>** = is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

- $M_2$  = is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- $D_1$  = is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case  $D_1$  will be 30; and
- $D_2$  = is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case  $D_2$  will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

- $Y_1$  = is the year, expressed as a number, in which the first day of the Interest Period falls;
- $Y_2$  = is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- $M_1$  = is the calendar month, expressed as a number, in which the first day of the Interest Period falls;
- $M_2$  = is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;
- $D_1$  = is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case  $D_1$  will be 30; and
- $D_2$  = is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case  $D_2$  will be 30.

(e) ***Notification of Rate of Interest and Interest Amounts***

The Principal Paying Agent or, in the case of AMTNs, the Australian Agent, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee or, in the case of AMTNs, the AMTN Trustee, and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 15 as soon as possible after their determination but in no event later than the fourth Sydney Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 15. For the purposes of this paragraph, the expression **Sydney Business Day** means a

day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Sydney.

**(f) *Determination or Calculation by agent appointed by Trustee or AMTN Trustee***

If for any reason at any relevant time the Principal Paying Agent or, in the case of AMTNs, the Australian Agent or, as the case may be, the Calculation Agent defaults in its obligation to determine the Rate of Interest or the Principal Paying Agent or, in the case of AMTNs, the Australian Agent defaults in its obligation to calculate any Interest Amount in accordance with Conditions 6.2(b)(i), 6.2(b)(ii), 6.2(b)(iii) or 6.2(b)(iv) above or as otherwise specified in the applicable Final Terms, as the case may be, and in each case in accordance with Condition 6.2(d) above, the Trustee or, in the case of AMTNs, the AMTN Trustee, shall be entitled (but not obliged to), at the expense of the Issuer, appoint an agent on its behalf to determine the Rate of Interest at such rate as (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Final Terms) it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent, the Australian Agent or the Calculation Agent, as applicable. Neither the Trustee nor the AMTN Trustee, as the case may be, shall be liable to make any such calculation itself or to monitor or supervise any such agent, and shall not be liable to the Noteholders, the Issuer or any other person for any calculation made by any agent appointed hereunder.

**(g) *Certificates to be final***

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6.2, whether by the Principal Paying Agent or, in the case of AMTNs, the Australian Agent or, if applicable, the Calculation Agent, the Trustee or the AMTN Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the AMTN Trustee, the Paying Agents, the Calculation Agent (if applicable), the Registrar, the Transfer Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Trustee, the AMTN Trustee, the Paying Agents, the Calculation Agent (if applicable), the Registrar or the Transfer Agents in connection with the exercise or non-exercise by any of them of their powers, duties and discretions pursuant to such provisions.

**6.3 Interest on Dual Currency Interest Notes**

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Final Terms.

**6.4 Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Final Terms.

**6.5 Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and

- (b) as provided in the Trust Deed or the AMTN Trust Deed, as the case may be.

## **7 PAYMENTS**

### **7.1 Method of payment**

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9.

### **7.2 Presentation of Definitive Bearer Notes, Receipts and Coupons**

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 7.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, and its possessions and any other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 7.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 7.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Definitive Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof. Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 9) in respect of such principal (whether or not such Coupon would otherwise have become void under

Condition 10) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

### 7.3 **Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Bearer Notes represented by any Bearer Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note against presentation or surrender, as the case may be, of such Bearer Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Note by the Paying Agent to which it was presented.

### 7.4 **Payments in respect of Registered Notes (other than AMTNs)**

This Condition 7.4 does not apply to AMTNs.

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **Register**) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream are open for business and a day on which it is a business day in Sydney and London) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account (as defined below) or (ii) the nominal amount of the Notes held by a holder is less than U.S.\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a **Designated Bank** and identified as such in the Register and Designated Bank means (in



the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not a Registered Global Note) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a weekday (being Monday to Friday, inclusive, but excluding December 25 and January 1) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a Business Day) before the relevant due date (the **Record Date**) at his address shown in the Register on the Record Date and at his risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest or payment of an instalment in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the nominal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer, the Trustee, the Registrar, any Transfer Agent or any Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **7.5 General provisions applicable to payments**

This Condition 7.5 does not apply to AMTNs.

The holder of a Global Note (or as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Bearer Notes will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

In the event a Note is in definitive form and payment in respect of such Note cannot be made in accordance with this Condition 7 because appropriate account details have not been provided by the payee, the Issuer shall have no obligation to make the payment until the Paying Agent has received such details together with a claim for payment and evidence to such Paying Agent's satisfaction of the entitlement of the payee. No interest or other amount will be payable in respect of any delay in payment caused by the failure of a payee to provide appropriate account details.

## 7.6 Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 10) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) in the case of Notes in definitive form only, the relevant place of presentation; and
  - (ii) each Additional Financial Centre specified in the applicable Final Terms; and
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

## 7.7 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 9 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed or, in the case of AMTNs, the AMTN Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Notes redeemable in instalments, the Instalment Amounts;

- (f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 8.5); and
- (g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 9 or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed or, in the case of AMTNs, the AMTN Trust Deed.

## 7.8 Payments in respect of AMTNs

The Australian Agent will act (through its office in Sydney) as paying agent for AMTNs pursuant to the Australian Agency Agreement and:

- (a) if the AMTNs are in the clearing system (the **Austraclear System**) operated by Austraclear, by crediting on the relevant Interest Payment Date or Maturity Date (as the case may be) the amount then due to the account (held with a bank in Australia) of Austraclear in accordance with the rules and regulations known as the **Austraclear System Regulations** established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System;
- (b) if the AMTNs are not in the Austraclear System, by crediting on the Interest Payment Date or Maturity Date (as the case may be), the amount then due to an account (held with a bank in Australia) previously notified in writing by the holder of the AMTN to the Issuer and the Australian Agent.

If a payment in respect of the AMTN is prohibited by law from being made in Australia, such payment will be made in an international financial centre for the account of the relevant payee, and on the basis that the relevant amounts are paid in immediately available funds, freely transferrable at the order of the payee.

For the purposes of this Condition 7.8, in relation to AMTNs, **Business Day** has the meaning given in the Australian Agency Agreement.

Payments of principal and interest will be made in Sydney in Australian dollars to the persons registered at the close of business in Sydney on the relevant Record Date (as defined below) as the holders of such AMTNs, subject in all cases to normal banking practice and all applicable laws and regulations. Payment will be made by cheques drawn on the Sydney branch of an Australian bank dispatched by post on the relevant payment date at the risk of the Noteholder or, at the option of the Noteholder, by the Australian Agent giving in Sydney irrevocable instructions for the effecting of a transfer of the relevant funds to an Australian dollar account in Australia specified by the Noteholder to the Australian Agent (or in any other manner in Sydney which the Australian Agent and the Noteholder agree).

In the case of payments made by electronic transfer, payments will for all purposes be taken to be made when the Australian Agent gives irrevocable instructions in Sydney for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account of the Noteholder on the same day as the day on which the instructions are given.

If an electronic transfer or a cheque posted for which irrevocable instructions have been given by the Australian Agent is shown, to the satisfaction of the Australian Agent, not to have reached the Noteholder and the Australian Agent is able to recover the relevant funds, the Australian Agent may make such other arrangements as it thinks fit for the effecting of the payment in Sydney.

Interest will be calculated in the manner specified in Condition 6 and will be payable to the persons who are registered as Noteholders at the close of business in Sydney on the relevant Record Date and cheques will be made payable to the Noteholder (or, in the case of joint Noteholders, to the first-named) and sent to their registered address, unless instructions to the contrary are given by the Noteholder (or, in the case of joint Noteholders, by all the Noteholders) in such form as may be prescribed by the Australian Agent. Payments of principal will be made to, or to the order of, the persons who are registered as Noteholders at the close of business in Sydney on the relevant Record Date, subject, if so directed by the Australian Agent, to receipt from them of such instructions as the Australian Agent may require.

If any day for payment in respect of any AMTN is not a Business Day, such payment shall not be made until the next day which is a Business Day, and no further interest shall be paid in respect of the delay in such payment.

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto. Neither the Issuer nor the Australian Agent shall be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from such payments.

In this Condition 7.8 in relation to AMTNs, **Record Date** means, in the case of payments of principal or interest, the close of business in Sydney on the date which is the eighth calendar day before the due date of the relevant payment of principal or interest.

## **8 REDEMPTION AND PURCHASE**

### **8.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

### **8.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note, an Index Linked Interest Note nor a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Principal Paying Agent (in the case of Bearer Notes), the Trustee and the Registrar (in the case of Registered Notes) or the AMTN Trustee and the Australian Agent (in the case of AMTNs) and, in accordance with Condition 15, the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee or, in the case of AMTNs, the AMTN Trustee, by giving the certificate described below immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 9) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 8.2, the Issuer shall deliver to the Trustee or, in the case of AMTNs, the AMTN Trustee, a certificate signed by two officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee or, in the case of AMTNs, the AMTN Trustee, shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders.

Notes redeemed pursuant to this Condition 8.2 will be redeemed at their Early Redemption Amount referred to in Condition 8.5 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

### **8.3 Redemption at the option of the Issuer (Issuer Call)**

If “Issuer Call” is specified in the applicable Final Terms, the Issuer may, having given:

- (a) not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 15; and
- (b) not less than five days before the giving of the notice referred to in (a) above, notice to the Trustee, the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar or, in the case of an AMTN, the AMTN Trustee and the Australian Agent;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms. In the case of a partial redemption of Notes other than AMTNs, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 15 not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 8.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 15 at least five days prior to the Selection Date. In the case of a particular redemption of AMTNs, the AMTNs to be redeemed must be specified in the notice and selected (i) in a fair and reasonable manner; and (ii) in compliance with any applicable law, directive or requirement of any stock exchange or other relevant authority on which the AMTNs are listed.

### **8.4 Redemption at the option of the Noteholders (Investor Put)**

- (a) If “Investor Put” is specified in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 15 not less than 15 nor more than 30 days’ notice the

Issuer will, upon the expiry of such notice, subject to, and in accordance with, the terms specified in the applicable Final Terms, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 8.4 in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

- (b) To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes) or the Australian Agent (in the case of AMTNs) at any time during normal business hours of such Paying Agent, the Registrar or the Australian Agent (as the case may be) falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent, the Registrar or the Australian Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 8.4 and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent, subject to and in accordance with the provisions of Condition 2. If this Note is a Definitive Bearer Note, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.
- (c) If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent or the Registrar (as the case may be) of such exercise in accordance with the standard procedures of Euroclear and Clearstream (which may include notice being given on his instruction by Euroclear or Clearstream or any common depositary for them to the Principal Paying Agent or Registrar (as the case may be) by electronic means) in a form acceptable to Euroclear and Clearstream from time to time.
- (d) Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream by any Noteholder pursuant to this Condition 8.4 (*Redemption at the option of the Noteholders (Investor Put)*) shall be irrevocable except that any such notice given after the Issuer has given notice to redeem the Notes pursuant to Condition 8.2 (*Redemption for tax reasons*) or Condition 8.3 (*Redemption at the option of the Issuer (Issuer Call)*) shall be deemed not to be effective.

## **8.5 Early Redemption Amounts**

For the purpose of Condition 8.2 above and Condition 11, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Final Terms or,

if no such amount or manner is so specified in the applicable Final Terms, at its nominal amount;  
or

- (c) in the case of a Zero Coupon Note, at an amount (the Amortised Face Amount) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = RP \times (1 + AY)^y$$

where:

- RP** = means the Reference Price;
- AY** = means the Accrual Yield expressed as a decimal; and
- y** = is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Final Terms.

## **8.6 Instalments**

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 8.5.

## **8.7 Partly Paid Notes**

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 8 and the applicable Final Terms.

## **8.8 Purchases**

The Issuer, Transurban Collateral Security Pty Ltd as trustee of the Transurban Finance Trust — City Link or any of their respective Subsidiaries may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, resold or, in the case of the Issuer only, reissued, or at the option of any such purchaser, surrendered to any Paying Agent or the Registrar (as applicable) for cancellation.

## **8.9 Cancellation**

All Notes which are redeemed will forthwith be cancelled (together, in the case of Definitive Bearer Notes, with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 8.8 above (together, in the case of Definitive Bearer Notes, with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent or, in the case of AMTNs, the Australian Agent (which shall notify the Registrar of such cancelled Notes in the case of Registered Notes) and cannot be reissued or resold.

## **8.10 Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 8.1, 8.2, 8.3 or 8.4 above or upon its becoming due and repayable as provided in Condition 11 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 8.5(c) above as though the

references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 15.

## 9 TAXATION

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment in the Commonwealth of Australia; or
- (b) the holder of which is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon; or
- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 7.6); or
- (d) to the extent that the payee (i) is treated as a resident (for the purposes of the relevant double taxation agreement) in a jurisdiction having a double taxation agreement with the relevant jurisdiction of the payor giving complete exemption from taxes otherwise imposed by such jurisdiction on the payment and (ii) is not excluded from the benefit of such exemption; or
- (e) where presented for payment by or on behalf of a holder who is an associate (as that term is defined in section 128F(9) of the Australian Tax Act) of the Issuer and the payment being sought is not, or will not be, exempt from Australian interest withholding tax because of section 128F(6) of the Australian Tax Act; or
- (f) in respect of a payment to, or to a third party on behalf of, a holder who is a resident of Australia or a holder who is a non-resident of Australia carrying on business in Australia at or through a permanent establishment in Australia, in circumstances where such withholding or deduction would not have been required if the holder or any person acting on his behalf had provided to the Issuer an appropriate tax file number, Australian business number or details of an exemption from providing those numbers; or
- (g) presented for payment or held by, or by a third party on behalf of, a holder who is a resident of Australia or a holder who is a non-resident of Australia carrying on business in Australia at or through a permanent establishment in Australia if, and to the extent that, section 126 of the Australian Tax Act (or any equivalent provision) requires the Issuer to pay income tax in respect of interest payable on such Note, Receipt or Coupon and the income tax would not be payable were the holder not a resident of Australia



or a non-resident of Australia carrying on business in Australia at or through a permanent establishment in Australia.

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Notes, Receipts and Coupons by or on behalf of the Issuer, will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the **Code**), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a **FATCA Withholding**). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used herein:

- (i) **Tax Jurisdiction** means the Commonwealth of Australia or any political subdivision or any authority thereof or therein having power to tax;
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee, the AMTN Trustee, the Principal Paying Agent or the Australian Agent (as the case may be) on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 15; and
- (iii) **Australian Tax Act** means the Income Tax Assessment Act 1936 of Australia.

## 10 PRESCRIPTION

The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 9) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 10 or Condition 7.2 or any Talon which would be void pursuant to Condition 7.2.

## 11 EVENTS OF DEFAULT AND ENFORCEMENT

### 11.1 Events of Default

The Trustee or, in the case of AMTNs, the AMTN Trustee, at its discretion may, and if so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified, prefunded and/or secured to its satisfaction), (but in the case of the happening of any of the events described in paragraphs (b) and (f), only if the Trustee or the AMTN Trustee, as the case may be, shall have, acting upon the written request of holders of at least one-quarter in nominal amount of the Notes then outstanding or otherwise (and subject to being indemnified and/or secured and/or prefunded to its satisfaction), certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Noteholders), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed or, in the case of AMTNs, the AMTN Trust Deed, if any of the following events (each, subject in the case of paragraphs (b) and (f) below, to the giving of such certificate, an **Event of Default**) shall occur:

- (a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or
- (b) if the Issuer fails to perform or observe any of its other obligations under the Conditions, the Trust Deed (in the case of Notes other than AMTNs) or (in the case of AMTNs) the AMTN Trust Deed and (except in any case where, in the opinion of the Trustee or, in the case of AMTNs, the AMTN Trustee, the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Noteholder, the Trustee or the AMTN Trustee on the Issuer of notice requiring the same to be remedied; or
- (c) (i) any Indebtedness for Borrowed Money (as defined below) of any Security Provider (other than Indebtedness for Borrowed Money owed by a Security Provider to another member of the Transurban Group or Indebtedness for Borrowed Money owing under a Subordinated Finance Document) becomes due and repayable prematurely by reason of an event of default (however described); (ii) any Security Provider fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment after giving effect to any originally applicable grace period; or (iii) default is made by any Security Provider in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person, provided that no event falling within sub-paragraphs (i) to (iii) above shall constitute an Event of Default unless the relevant amount of the Indebtedness for Borrowed Money or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and other liabilities due and unpaid relative to all (if any) other events specified in sub-paragraphs (i) to (iii) above which occurred and are continuing shall amount to at least A\$75,000,000 (or its equivalent in any other currency or currencies); or
- (d) if any order is made by any competent court or resolution passed for the winding up or dissolution of any Security Provider, save for the purposes of reorganisation on terms previously approved in writing by the Trustee (or the AMTN Trustee in the case of AMTNs) or by an Extraordinary Resolution; or
- (e) any final judgment (that is, one which has been conceded or which is either not able to be appealed or one in which an appeal may be made but the time to make an appeal has lapsed without such appeal) is enforced against any property of any Security Provider for an amount exceeding A\$75,000,000 (or its equivalent in any other currency or currencies) and such judgment is not satisfied (other than by such enforcement), discharged or a stay of execution is not obtained, within 60 days; or
- (f) if any of the Notes, or the Trust Deed or the AMTN Trust Deed as the case may be, is or becomes wholly or in a material part void, voidable or unenforceable or any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done by the Issuer in order to ensure that the respective obligations of the Issuer under the Notes, or the Trust Deed or the AMTN Trust Deed as the case may be, are valid, legally binding and enforceable is not taken, fulfilled or done, and in any case that situation is not remedied within 30 days following the service by the Trustee or, in the case of AMTNs, the AMTN Trustee, on the Issuer of notice requiring the same to be remedied; or

- (g) if any Security Provider ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of (A) a reorganisation or (B) a voluntary amalgamation, restructuring, redomiciliation or transfer of jurisdiction of incorporation where such Security Provider is solvent, on terms previously approved (x) in writing by the Trustee or, in the case of AMTNs, the AMTN Trustee (such approval not to be unreasonably withheld or delayed, provided that any delay resulting from the Trustee or the AMTN Trustee, as the case may be, seeking the instruction of Noteholders (by way of Extraordinary Resolution or otherwise) in accordance with the terms of the Trust Deed or the AMTN Trust Deed as applicable, shall not constitute an unreasonable delay) or (y) by an Extraordinary Resolution, or a Security Provider, stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (h) if (A) proceedings are initiated against a Security Provider under any applicable liquidation, insolvency, composition, reorganisation or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to a Security Provider in relation to the whole or a substantial part of its undertaking or assets, or an encumbrancer takes possession of the whole or a substantial part of its undertaking or assets, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of its undertaking or assets and (B) in any case (other than the appointment of an administrator) is not discharged within 14 days; or
- (i) if a Security Provider initiates or consents to judicial proceedings under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors), save for the purposes of (A) a reorganisation or (B) a voluntary amalgamation, restructuring, redomiciliation or transfer of jurisdiction of incorporation where such Security Provider is solvent, on terms previously approved (x) in writing by the Trustee or, in the case of AMTNs, the AMTN Trustee (such approval not to be unreasonably withheld or delayed, provided that any delay resulting from the Trustee or the AMTN Trustee, as the case may be, seeking the instruction of Noteholders (by way of Extraordinary Resolution or otherwise) in accordance with the terms of the Trust Deed or the AMTN Trust Deed as applicable, shall not constitute an unreasonable delay) or (y) by an Extraordinary Resolution; or
- (j) if all or a substantial part of the assets of a Security Provider is seized or otherwise appropriated by, or custody thereof is assumed by any Government Agency or a Security Provider is otherwise prevented from exercising normal control over all or a material part of its assets or loses any of the rights or privileges necessary to maintain its existence or to carry on its business, unless such seizure, appropriation, assumption or custody or execution will not, or is not likely to, result in a Material Adverse Effect; or
- (k) a Relevant Party Event of Default occurs and is not remedied within the period specified in Clause 12.9(a) of the Security Trust Deed following notice by the Security Trustee to that Relevant Party (each as defined in the Security Trust Deed) and is not waived by the Security Trustee in accordance with the Security Trust Deed; or
- (l)

- (i) unless such Security is released in accordance with the terms of the Security Trust Deed, if any Security and/or the security interest created or purported to be created thereunder (a) ceases to be, or (b) is claimed by a Security Provider or any other party not to be, in full force and effect (otherwise than in accordance with such Security), and in the case of (a) only, the Security Provider is taking reasonable steps to perfect such Security or security interest but has failed to perfect such Security or security interest so within 90 days of the date that the Security Provider knew (or should reasonably have known) that such Security or security interest ceased to be in full force and effect;
- (ii) the beneficiaries resolve to wind up or terminate the Transurban Finance Trust, or Finance Trust is required to wind up or terminate the Transurban Finance Trust under the Transurban Finance Trust Deed or applicable law, or the winding up or termination of the Transurban Finance Trust commences;
- (iii) the Transurban Finance Trust is held or is conceded by Finance Trust not to have been constituted or to have been imperfectly constituted; or
- (iv) Finance Trust ceases to be authorised under the Transurban Finance Trust Deed to hold the property of the Transurban Finance Trust in its name and to perform its obligations under any Relevant Note Document; or
- (m) unless such Security is released in accordance with the terms of the Security Trust Deed, if in respect of any Security, any event, condition, regulatory action, sanction or fine occurs or is made or imposed and has, results in or causes a Material Adverse Effect on the value of the secured assets the subject of such Security; or
- (n) if any event occurs which, under the laws of any relevant jurisdiction, has or may have, in the Trustee's opinion or, in the case of AMTNs, the AMTN Trustee's opinion, an analogous effect to any of the events referred to in paragraphs (c) to (m) above.

## 11.2 Enforcement

- (a) The Trustee or, in the case of AMTNs, the AMTN Trustee, may at any time, at its discretion and without notice, take such proceedings against the Issuer as it may think fit (subject always to the provisions of the Security Trust Deed) to enforce the provisions of the Trust Deed or the AMTN Trust Deed as applicable, the Notes, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the AMTN Trust Deed, the Notes, the Receipts or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.
- (b) At any time in which the Securities shall become enforceable, the Trustee or, in the case of AMTNs, the AMTN Trustee, may at its discretion and without notice, instruct the Security Trustee to take such proceedings against each Security Provider as it may think fit (subject always to the provisions of the Security Trust Deed) to enforce the provisions of each Security and the Security Trust Deed, but the Trustee shall not be bound to take any such proceedings or any other action in relation to the each Security and the Security Trust Deed unless (a) the Trustee or the AMTN Trustee, as the case may be, shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-quarter in nominal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

- (c) No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee or the AMTN Trustee, as the case may be, having become bound so to proceed, fails to do so within a reasonable period and the failure shall be continuing.

### 11.3 Directions following an Event of Default

- (a) Subject to the Security Trust Deed, upon receipt from the Security Trustee of a request for a direction or confirmation in respect of the taking of any enforcement action by the Security Trustee which requires a direction of the Majority Secured Creditors under the Security Trust Deed, the Trustee must:
  - (i) without unreasonable delay notify the Noteholders in the manner set out in Condition 15 and seek directions or instructions from each Noteholder (whether by way of convening a meeting of all Noteholders in accordance with the Noteholder Meeting Provisions or otherwise) for the purpose of ascertaining whether that Noteholder directs (or votes) in favour of or against the taking of such action;
  - (ii) calculate the aggregate Exposure of Noteholders directing in favour of and against the approval, consent, determination or direction in question;
  - (iii) notify the Security Trustee for such purposes in accordance with those directions in the manner provided in the Security Trust Deed of the aggregate Exposure of Noteholders directing in favour of and against the approval, consent, determination or direction in question; and
  - (iv) take any other action required to be taken or in accordance with the directions of the Noteholders (in the form of an Extraordinary Resolution or otherwise in accordance with the Trust Deed or, in the case of AMTNs, the AMTN Trust Deed).
- (b) Upon receipt from the Security Trustee of a request for a direction or confirmation in respect of any matter requiring the approval, consent or a determination or a direction of all of the Senior Secured Creditors or all the Secured Creditors in respect of any matter under the Security Trust Deed, the Trustee or, in the case of AMTNs, the AMTN Trustee must:
  - (i) without unreasonable delay notify the Noteholders in the manner set out in Condition 15 and seek directions or instructions from each Noteholder (whether by way of convening a meeting of all Noteholders in accordance with the Noteholder Meeting Provisions or otherwise) for the purpose of ascertaining whether that Noteholder directs or instructs (or votes) in favour of or against the approval, consent, determination or direction in question;
  - (ii) calculate the Exposure of Noteholders directing (or voting) in favour of and against the approval, consent determination or direction in question; and
  - (iii) notify the Security Trustee for such purposes, in accordance with those directions, in the manner provided in the Security Trust Deed of the aggregate Exposure (as defined in the Security Trust Deed) of the Noteholders directing or voting in favour of or against the approval, consent, determination or direction in question.

### 11.4 Definitions

For the purposes of the Conditions:

**Accession Certificate** means the accession certificate dated October 27, 2011 executed by the Trustee and the Security Trustee;

**AMTN Accession Certificate** means the accession certificate dated August 30, 2017 executed by the AMTN Trustee and the Security Trustee;

**Arrangers** means J.P. Morgan Securities plc (in respect of Notes other than AMTNs only) and J.P. Morgan Australia Limited (in respect of AMTNs only) and any successor, replacement or additional arranger appointed pursuant to the Programme Agreement;

**CityLink Payment Directions Agreement** has the meaning given to it in the Security Trust Deed;

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

**Exposure** means, in the case of a Noteholder, the amount that would be payable to the Noteholder if the Notes held by such Noteholder were redeemed at that time (or if such Notes have been redeemed, any amount which has become due to the Noteholder but has not been paid);

**Extraordinary Resolution** has the meaning given to it in the Noteholder Meeting Provisions;

**Finance Debt** has the meaning given to it in the Security Trust Deed;

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

**Holdings Trust** has the meaning given to it in the Security Trust Deed;

**Indebtedness for Borrowed Money** means any indebtedness for money borrowed now or hereafter existing and any liabilities under any bond, note, bill, loan, stock or other security, in each case issued for cash or in respect of acceptance credit facilities or as consideration for assets or services, but excluding such liabilities incurred in relation to the acquisition of goods or services in the ordinary course of business of the person incurring such liabilities;

**Majority Secured Creditors** has the meaning given to it in the Security Trust Deed;

**Material Adverse Effect** means any thing which has a material adverse effect upon a Security Provider's ability to perform any of its material obligations under the Relevant Note Documents to which it is a party;

**Noteholder Meeting Provisions** means the provisions set out in Schedule 3 of the Trust Deed or the AMTN Trust Deed, as applicable;

**Programme Agreement** means the Amended and Restated Programme Agreement (as amended and/or supplemented and/or restated from time to time) dated April 17, 2023 and made between the Issuer, Finance Trust and the Arrangers;

**Relevant Note Documents** means the Trust Deed (in the case of Notes other than AMTNs), the AMTN Trust Deed (in the case of AMTNs), each Note, the Security Trust Deed and each Security;

**Relevant Party** has the meaning given to it in the Security Trust Deed;

**Relevant Party Event of Default** has the meaning given to it in the Security Trust Deed;

**Secured Creditor** has the meaning given to it in the Security Trust Deed;

**Security** has the meaning given to it in the Security Trust Deed;

**Security Interest** includes any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind and:

- (a) anything which gives a creditor priority to other creditors with respect to any asset; and

- (b) retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security but it excludes a charge or lien arising in favour of a Government Agency by operation of statute unless there is default in payment of moneys secured by that charge or lien;

**Security Provider** means:

- (a) the Issuer;
- (b) Transurban Collateral Security Pty Ltd as trustee of the Transurban Finance Trust — City Link;
- (c) Holdings Trust;
- (d) THL;
- (e) Transurban Limited;
- (f) TIL;
- (g) Transurban Collateral Security Pty Ltd (in its personal capacity); and
- (h) any other security provider as defined in the Security Trust Deed;

**Senior Secured Creditor** has the meaning given to it in the Security Trust Deed;

**Subordinated Finance Document** has the meaning given to it in the Security Trust Deed;

**Subscription Agreement** means an agreement between the Issuer and one or more dealers for the issue by the Issuer and the subscription by those dealers of any Notes;

**Subsidiary** means, in relation to an entity, any company (i) in which such entity holds a majority of the voting rights or (ii) of which such entity is a member and has the right to appoint or remove a majority of the board of directors or (iii) of which such entity is a member and controls a majority of the voting rights, and includes any company which is a Subsidiary of a Subsidiary of such entity;

**Transaction Documents** means each of the Trust Deed, the AMTN Trust Deed (in the case of AMTNs), each Note, the Security Trust Deed, the Accession Certificate, each Security, the Programme Agreement, the Co-ordination Deed (as defined in the Security Trust Deed), each Final Terms, each Subscription Agreement, the Agency Agreement, the Australian Agency Agreement (in the case of AMTNs), the CityLink Payment Directions Agreement and any other instrument specified as such in a Final Terms;

**Transurban Finance Trust** means the Transurban Finance Trust — City Link; and

**Transurban Finance Trust Deed** means the Transurban Finance Trust — City Link Trust Deed dated June 28, 2002 between Transurban Collateral Security Pty Ltd and Transurban Infrastructure Management Ltd as responsible entity of the THT.

## 12 REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent or the Registrar (as the case may be) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer and the Principal Paying Agent or the Registrar (as the case may be) may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

### **13 PAYING AGENTS**

The names of the initial Paying Agents, the initial Registrar and the initial Transfer Agents and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee or, in the case of AMTNs, the AMTN Trustee, to vary or terminate the appointment of any Principal Paying Agent, Paying Agent, Registrar or Transfer Agent and/or appoint additional or other Paying Agents, Registrars or Transfer Agents and/or approve any change in the specified office through which any Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent, a Transfer Agent and a Registrar or, in the case of AMTNs, an Australian Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent, which may be the Principal Paying Agent, a Transfer Agent and a Registrar, or in the case of AMTNs, the Australian Agent, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and
- (c) so long as any Notes are listed on the Singapore Exchange Securities Trading Limited (the **SGX-ST**) and the rules of the SGX-ST so require the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a Global Note is exchanged for definitive Notes. In addition, in the event that a Global Note is exchanged for definitive Notes, an announcement of such exchange shall be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 7.5. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 15.

In acting under the Agency Agreement, the Paying Agents, the Registrar and the Transfer Agents or, in the case of AMTNs, in acting under the Australian Agency Agreement, the Australian Agent, act solely as agents of the Issuer and, in certain circumstances specified therein, of the Trustee, or in the case of AMTNs, the AMTN Trustee, and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement and the Australian Agency Agreement each contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### **14 EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 10.

### **15 NOTICES**

Notices required to be given to holders of Registered Notes pursuant to the Conditions will be deemed to be validly given if sent by first class mail or (if posted to an overseas address) by air mail to them (or the first named of joint holders) at their respective addresses as recorded in the Register and will be deemed to have been validly



given on the third day after the date of such mailing and, in addition, for so long as any Registered Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, a copy of such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Notices regarding AMTNs may also be published in a leading daily newspaper of general circulation in Australia. If so given, it is expected that such notices will be published in *The Australian Financial Review*. Any such notice will be deemed to have been given on the date of such publication.

All notices regarding the Bearer Notes required to be given pursuant to the Conditions will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Asia. It is expected that any such publication in a newspaper will be made in the *Asian Wall Street Journal*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, be substituted for such mailing or publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published in a daily newspaper of general circulation in the place or places required by those rules. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes), the Registrar (in the case of Registered Notes) or the Australian Agent (in the case of AMTNs). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, as the case may be, may approve for this purpose.

Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to Noteholders in accordance with this Condition 15.

## **16 MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

### **16.1 Trust Deed**

The Trust Deed and the AMTN Trust Deed each contains provisions for convening meetings of the Noteholders (including by way of teleconference or videoconference call) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Conditions, the Notes, the Receipts, the Coupons or any of the provisions of the Trust Deed or the AMTN Trust Deed, as the case may be. Such a meeting may be convened by the Issuer or (in the case of Notes other than AMTNs) the Trustee or (in the case of AMTNs) the AMTN Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount

of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Conditions, the Notes, the Receipts or the Coupons or (in the case of Notes other than AMTNs) the Trust Deed or (in the case of AMTNs) the AMTN Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons or modifying the provisions concerning the quorum required at any meeting of the Noteholders or the majority required to pass an Extraordinary Resolution), the quorum shall be one or more persons holding or representing not less than two-thirds in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution in writing or passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at any meeting, and whether or not they voted on the resolution and on all Receiptholders and Couponholders.

Each of the Trust Deed and the AMTN Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

The Trustee or, in the case of AMTNs, the AMTN Trustee, may agree, without the consent or sanction of the Noteholders, Receiptholders or Couponholders, at any time, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, and without prejudice to its rights in respect of any subsequent breach any of the provisions of the Notes or the Trust Deed or the AMTN Trust Deed as applicable, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee or, in the case of AMTNs, the AMTN Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification to the Transaction Documents which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee or, in the case of AMTNs, the AMTN Trustee, is proven or to comply with mandatory provisions of law. Any such waiver, authorisation or modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such waiver, authorisation or modification shall be notified to the Noteholders in accordance with Condition 15 as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee or, in the case of AMTNs, the AMTN Trustee, shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee or, in the case of AMTNs, the AMTN Trustee, shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Trustee, the AMTN Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except

to the extent already provided for in Condition 9 and/or any undertaking or covenant given in addition to, or in substitution for, Condition 9 pursuant to the Trust Deed or the AMTN Trust Deed, as applicable.

The Trustee or, in the case of AMTNs, the AMTN Trustee, may (but is not obliged to), without the consent of the Noteholders, at any time, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition 16) as the principal debtor under the Notes, the Receipts, the Coupons and the Trust Deed or the AMTN Trust Deed, as applicable, of any entity (including, without limitation, a special purpose company), subject to (a) each Security securing the obligations of the Issuer under the Relevant Note Documents continuing to secure the obligations of the substitute entity following such substitution, (b) the Trustee, or in the case of AMTNs, the AMTN Trustee, being satisfied that the interests of the Noteholders will not be materially prejudiced by the substitution and (c) certain other conditions set out in the Trust Deed or the AMTN Trust Deed, as applicable, being complied with.

## **16.2 Consent to amend voting provisions in the Security Trust Deed**

In the event that the Issuer pursues a process to amend the Security Trust Deed at a future time to modify certain of the voting provisions across and among various creditor groups, each holder of a Note, at such future time, shall be deemed to have consented to, and will be taken to have unconditionally and irrevocably instructed the Trustee to instruct the Security Trustee to, to make such amendments to the voting procedures under the Security Trust Deed. If and when these amendments are approved by all of the Transurban Group's other Secured Creditors, the effect of these amendments will be that (i) the Secured Creditors (or any class of them (if applicable)) under a particular finance document will vote as a block in respect of a decision under the Security Trust Deed (other than in respect of acceleration) and (ii) if a Secured Creditor fails to cast a vote on a particular decision or a representative of certain Secured Creditors (for example, the Trustee) does not provide instructions within the time period specified by the Security Trustee (of at least 15 business days), such Secured Creditors (for example, the Noteholders) will be taken, for purposes of determining whether instructions have been given from all Secured Creditors or the requisite majority of the Secured Creditors (or any class of them (if applicable)) under the relevant finance document, to have an Exposure of nil and not to be Secured Creditors.

Pursuant to the terms of the Security Trust Deed, the amendments described above will come into full force and effect only if the Security Trustee obtains unanimous instructions from all Secured Creditors to make such amendments. The holders of Notes will not be deemed to have consented to the amendments at any time that an Event of Default has occurred and is continuing under the Trust Deed or the AMTN Trust Deed.

## **17 INDEMNIFICATION OF THE TRUSTEE AND THE AMTN TRUSTEE AND TRUSTEE AND AMTN TRUSTEE CONTRACTING WITH THE ISSUER**

Each of the Trust Deed and the AMTN Trust Deed contains provisions for the indemnification of the Trustee or the AMTN Trustee, as the case may be, and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.

Each of the Trust Deed and the AMTN Trust Deed also contains provisions pursuant to which the Trustee or the AMTN Trustee, as the case may be, is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, Receiptholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

## 18 FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## 19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## 20 GOVERNING LAW AND SUBMISSION TO JURISDICTION

### 20.1 Governing law

The Trust Deed, the Agency Agreement, the Notes (other than AMTNs), the Receipts, the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes (other than AMTNs), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law. The AMTN Trust Deed and the AMTNs are governed by, and shall be construed in accordance with, the laws of the State of Victoria, Australia. The Australian Agency Agreement is governed by, and shall be construed in accordance with, the laws of the State of New South Wales, Australia. The Security Trust Deed and each Security are governed by, and shall be construed in accordance with, the laws of the State of Victoria, Australia.

### 20.2 Submission to jurisdiction

The Issuer irrevocably agrees, for the benefit of the Trustee, the Noteholders (other than the holders of AMTNs), the Receiptholders and the Couponholders, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes (other than AMTNs), the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes (other than AMTNs), the Receipts and/or the Coupons) and accordingly submits irrevocably to the exclusive jurisdiction of the English courts.

The Issuer waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum or otherwise. The Trustee, the Noteholders (other than the holders of AMTNs), the Receiptholders and the Couponholders may take any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Trust Deed, the Notes (other than AMTNs), the Receipts and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes (other than AMTNs), the Receipts and the Coupons) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

The Issuer irrevocably agrees, for the benefit of the AMTN Trustee and the holders of AMTNs, that the courts of Victoria, Australia and the courts of appeal from them are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the AMTN Trust Deed and/or the AMTNs and accordingly submits irrevocably to the non-exclusive jurisdiction of the Australian courts. The Issuer waives any objection to the courts of Victoria, Australia and the courts of appeal from them on the grounds that they are an inconvenient or inappropriate forum or otherwise. The AMTN Trustee and the holders of AMTNs may take any suit, action or proceedings (together referred to as **Australian Proceedings**) arising

out of or in connection with the AMTN Trust Deed and the AMTNs against the Issuer in any other court of competent jurisdiction and concurrent Australian Proceedings in any number of jurisdictions.

### **20.3 Appointment of Process Agent**

The Issuer irrevocably and unconditionally appoints Elemental Process Agent Limited at its registered office at 27 Old Gloucester Street, London WC1N 3AX, United Kingdom as its agent for service of process in England in respect of any Proceedings and undertakes that, in the event of Elemental Process Agent Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee (such approval not to be unreasonably withheld) and as the Issuer may nominate in writing to the Trustee for the purpose of accepting service of process on its behalf in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

### **20.4 Other documents and the Security Providers**

The Issuer and, where applicable, the other Security Providers have in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English and the State of Victoria, Australia courts and appointed an agent for service of process in England in terms substantially similar to those set out above. The Security Providers have in the Security Trust Deed submitted to the jurisdiction of the courts of the State of Victoria, Australia.

## **USE OF PROCEEDS**

The Issuer will use the net proceeds from each issue of Notes in or towards the funding of its development pipeline, refinancing existing indebtedness and/or for general corporate purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## SELECTED HISTORICAL FINANCIAL DATA

Historical financial information as at and for the half years ended December 31, 2023 and 2022 and as at and for the years ended June 30, 2023, 2022 and 2021 has been presented in this Offering Circular.

The selected historical consolidated financial information as at and for the six months ended December 31, 2023 and 2022 has been derived from the unaudited consolidated interim financial statements of THL for the six-month period ended December 31, 2023, which are incorporated by reference in this Offering Circular. Please see “*Independent accountants*” for information regarding the application by PwC of limited procedures in accordance with professional standards for a review of such information.

The selected historical consolidated financial information as at and for the years ended June 30, 2023, 2022 and 2021 has been derived from the audited consolidated financial statements of THL for the years ended June 30, 2023 and 2022, which are incorporated by reference in this Offering Circular.

The consolidated financial statements of THL comprise consolidated financial information of each of THL, THT and TIL and their controlled entities. These consolidated financial statements have been presented on the basis that THL controls THT and TIL and their respective controlled entities. In each case, the consolidated financial statements were prepared in accordance with AAS and other authoritative pronouncements of the AASB and the Corporations Act and which also comply with IFRS as issued by the IASB.

The selected financial information presented in this section “*Selected historical financial data*” should be read in conjunction with, and is qualified in its entirety by reference to, the unaudited consolidated financial statements or the audited consolidated financial statements, as applicable, of the Transurban Group and the accompanying notes for the relevant financial periods.

You should read this selected historical financial information together with the sections of this Offering Circular titled “*Financial information presentation*” and “*Operating and financial review*” and our consolidated financial statements and related notes thereto.

### Selected income statement information of THL

	For the six months ended December 31,			For the year ended June 30,			
	2023	2023	2022	2023	2023	2022	2021 <sup>(9)</sup>
	(U.S.\$ millions) <sup>(1)</sup>	(A\$ millions)	(A\$ millions)	(U.S.\$ millions) <sup>(2)</sup>	(A\$ millions)	(A\$ millions)	(A\$ millions)
<b>Continuing operations</b>							
<b>Revenue</b>							
<b>Toll revenue</b>							
.....	1,013	1,484	1,436	1,886	2,831	2,324	2,266
Construction revenue	368	539	508	761	1,142	911	480
Other revenue	70	102	88	123	184	171	140
<b>Total revenue</b>	<b>1,451</b>	<b>2,125</b>	<b>2,032</b>	<b>2,770</b>	<b>4,157</b>	<b>3,406</b>	<b>2,886</b>
<b>Expenses</b>							
Employee benefits expense	(130)	(191)	(170)	(231)	(347)	(315)	(280)
Road operating costs	(130)	(190)	(195)	(261)	(392)	(343)	(328)

Construction costs	(368)	(539)	(508)	(761)	(1,142)	(911)	(480)
Transaction and integration costs <sup>(4)</sup>	—	—	—	(1)	(2)	(13)	(5)
Corporate and other expenses	(50)	(73)	(92)	(111)	(166)	(143)	(102)
<b>Total expenses before depreciation, amortisation and finance costs</b>	<b>(678)</b>	<b>(993)</b>	<b>(965)</b>	<b>(1,365)</b>	<b>(2,049)</b>	<b>(1,725)</b>	<b>(1,195)</b>
Amortisation	(318)	(466)	(493)	(641)	(962)	(996)	(1,017)
Depreciation	(48)	(70)	(77)	(99)	(149)	(111)	(123)
<b>Total depreciation and amortisation</b>	<b>(366)</b>	<b>(536)</b>	<b>(570)</b>	<b>(740)</b>	<b>(1,111)</b>	<b>(1,107)</b>	<b>(1,140)</b>
Net finance costs	(139)	(203)	(367)	(430)	(645)	(466)	(870)
Share of net losses of equity accounted investments	(97)	(142)	(172)	(218)	(327)	(368)	(161)
Gain on disposal of interest in subsidiary	—	—	—	27	41	—	—
<b>Profit/(loss) before income tax</b>	<b>171</b>	<b>251</b>	<b>(42)</b>	<b>44</b>	<b>66</b>	<b>(260)</b>	<b>(480)</b>
Income tax benefit/(expense)	(14)	(21)	97	17	26	276	193
<b>Profit/(loss) for the half year/year from continuing operations</b>	<b>157</b>	<b>230</b>	<b>55</b>	<b>61</b>	<b>92</b>	<b>16</b>	<b>(287)</b>
<b>Discontinued operations</b>							
Profit for the year from discontinued operations	—	—	—	—	—	—	3,559
<b>Profit for the year from continuing and discontinued operations</b>	<b>157</b>	<b>230</b>	<b>55</b>	<b>61</b>	<b>92</b>	<b>16</b>	<b>3,272</b>
<b>Profit/(loss) attributable to:</b>							
Ordinary security holders of the stapled group	139	204	41	42	64	19	3,303
Non-controlling interests—other	18	26	14	19	28	(3)	(31)



- (1) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6828 per A\$1.00, the noon buying rate on December 29, 2023 (the last trading day in 2023).
- (2) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6663 per A\$1.00, the noon buying rate on June 30, 2023.
- (3) In FY2021, the Group divested 50% of its equity interest in Transurban Chesapeake which holds the 495 Express Lanes and 95 Express Lanes concessions. Therefore, the income statement information for FY2021 presents the results of Transurban Chesapeake as discontinued operations. Refer to Note B24 in the consolidated financial statements for FY2022 incorporated by reference in this Offering Circular for further information.
- (4) Transaction and integration costs of A\$2 million in FY2023 were driven by integration costs attributable to the acquisition of the remaining 49% equity stake in WestConnex. Transaction and integration costs of A\$13 million in FY2022 were attributable to costs incurred in the acquisition of the remaining 49% equity stake in WestConnex. Transaction and integration costs of A\$5 million in FY2021 were attributable to transaction and integration costs relating to the M5 West Motorway. Please see “Operating and financial review—Results of operations—Comparison of the year ended June 30, 2023 to the year ended June 30, 2022—Expenses—Transaction and integration costs” and “Operating and financial review—Results of operations—Comparison of the year ended June 30, 2022 to the year ended June 30, 2021—Expenses—Transaction and integration costs”.

## Selected statement of financial position information of THL

	As at December 31,		As at June 30,			
	2023	2023	2023	2023	2022	2021
	(U.S.\$ millions) <sup>(1)</sup>	(A\$ millions)	(U.S.\$ millions) <sup>(2)</sup>	(A\$ millions)	(A\$ millions)	(A\$ millions)
<b>Current assets</b>						
Cash and cash equivalents	1,116	1,635	1,387	2,081	2,020	4,285
Current tax assets	—	—	—	—	10	—
Trade and other receivables	280	410	271	407	347	572
Derivative financial instruments	90	132	3	5	25	—
<b>Total current assets</b>	<b>1,486</b>	<b>2,177</b>	<b>1,661</b>	<b>2,493</b>	<b>2,399</b>	<b>4,857</b>
<b>Non-current assets</b>						
Equity accounted investments	6,844	10,024	7,114	10,677	10,524	5,751
Trade and other receivables	2	3	2	3	3	194
Financial assets at amortised cost	1,362	1,994	1,319	1,980	1,997	1,353
Derivative financial instruments	645	944	835	1,253	1,009	145
Property, plant and equipment	343	503	354	532	557	567
Concession financial asset	—	—	—	—	339	330
Deferred tax assets	629	921	643	965	915	831
Goodwill	318	466	310	466	466	466
Other intangible assets	13,151	19,261	12,894	19,351	20,753	21,177
<b>Total non-current assets</b>	<b>23,294</b>	<b>34,116</b>	<b>23,472</b>	<b>35,227</b>	<b>36,566</b>	<b>30,814</b>

<b>Total assets</b>						
.....	<b>24,781</b>	<b>36,293</b>	<b>25,133</b>	<b>37,720</b>	<b>38,965</b>	<b>35,671</b>
<b>Liabilities</b>						
<b>Current liabilities</b>						
Trade and other payables	341	500	321	482	463	397
.....						
Current tax liabilities	10	14	23	35	6	182
.....						
Borrowings	1,138	1,667	245	367	1,063	750
.....						
Derivative financial instruments	1	1	–	–	50	2
.....						
Maintenance provision	109	159	95	143	147	144
.....						
Distribution provision	653	957	669	1,004	837	627
.....						
Other provisions	51	74	69	104	79	83
.....						
Construction obligation provision	181	265	223	335	432	579
.....						
Other liabilities	342	501	518	778	417	300
.....						
<b>Total current liabilities</b>	<b>2,825</b>	<b>4,138</b>	<b>2,164</b>	<b>3,248</b>	<b>3,494</b>	<b>3,064</b>
.....						
<b>Non-current liabilities</b>						
Borrowings	11,490	16,828	12,121	18,191	16,580	17,081
.....						
Derivative financial instruments	100	147	97	146	176	697
.....						
Deferred tax liabilities	948	1,389	959	1,439	1,832	1,794
.....						
Maintenance provision	662	970	647	971	981	934
.....						
Other provisions	4	6	5	7	7	7
.....						
Construction obligation provision	7	10	74	111	364	646
.....						
Other liabilities	217	318	218	327	303	312
.....						
<b>Total non-current liabilities</b>	<b>13,429</b>	<b>19,668</b>	<b>14,120</b>	<b>21,192</b>	<b>20,243</b>	<b>21,471</b>
.....						
<b>Total liabilities</b>	<b>16,255</b>	<b>23,806</b>	<b>16,284</b>	<b>24,440</b>	<b>23,737</b>	<b>24,535</b>
.....						
<b>Net assets</b>						
.....	<b>8,526</b>	<b>12,487</b>	<b>8,848</b>	<b>13,280</b>	<b>15,228</b>	<b>11,136</b>
<b>Equity</b>						
Contributed equity	2,725	3,991	2,644	3,968	3,939	2,929
.....						
Reserves	(277)	(406)	(308)	(462)	(258)	(457)
.....						

Accumulated losses						
.....	(3,666)	(5,369)	(3,563)	(5,348)	(4,936)	(4,234)
Non-controlling interest – Stapled Group						
.....	9,281	13,593	9,605	14,416	15,676	12,097
Non-controlling interest – Other						
.....	463	678	470	706	807	801
<b>Total equity</b>						
.....	<b>8,526</b>	<b>12,487</b>	<b>8,848</b>	<b>13,280</b>	<b>15,228</b>	<b>11,136</b>

- (1) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6828 per A\$1.00, the noon buying rate on December 29, 2023 (the last trading day in 2023).
- (2) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6663 per A\$1.00, the noon buying rate on June 30, 2023.

### Selected statement of cash flows information of THL

	For the six months ended December 31,			For the year ended June 30,			
	2023	2023	2022	2023	2023	2022	2021
	(U.S.\$ millions) <sup>(1)</sup>	(A\$ millions)	(A\$ millions)	(U.S.\$ millions) <sup>(2)</sup>	(A\$ millions)	(A\$ millions)	(A\$ millions)
<b>Cash flows from operating activities</b>							
Receipts from customers	1,124	1,646	1,561	2,037	3,057	2,540	2,529
Payments to suppliers and employees	(403)	(590)	(510)	(667)	(1,001)	(952)	(883)
Payments for maintenance of intangible assets	(53)	(77)	(72)	(89)	(134)	(97)	(88)
Transaction and integration costs	–	–	–	(6)	(9)	(13)	(30)
Other cash receipts	92	135	113	133	199	220	166
Interest received	26	38	19	33	49	13	13
Interest paid	(229)	(335)	(351)	(448)	(672)	(700)	(800)
Income taxes paid	(14)	(20)	(17)	(20)	(30)	(29)	(14)
<b>Net cash inflow from operating activities</b>	<b>544</b>	<b>797</b>	<b>743</b>	<b>972</b>	<b>1,459</b>	<b>982</b>	<b>893</b>
<b>Cash flows from investing activities</b>							
Payments for financial assets at amortised cost	(29)	(43)	–	(43)	(65)	(716)	(29)
Repayment of financial assets at amortised cost	52	76	75	106	159	215	61
Capital contribution to equity accounted investments	(44)	(65)	(117)	(134)	(201)	(5,132)	(115)
Payments for intangible assets	(357)	(523)	(456)	(704)	(1,056)	(517)	(926)
Payments for property, plant and equipment	(42)	(62)	(66)	(79)	(119)	(96)	(119)

Distributions received from equity accounted investments	268	392	119	184	276	492	446
Proceeds from disposal of subsidiaries, net of cash disposed	—	—	—	220	330	—	2,343
Income taxes paid related to the disposal of subsidiaries	(18)	(27)	9	6	9	(178)	—
<b>Net cash (outflow)/inflow from investing activities</b>	<b>(172)</b>	<b>(252)</b>	<b>(436)</b>	<b>(444)</b>	<b>(667)</b>	<b>(5,932)</b>	<b>1,661</b>
<b>Cash flows from financing activities</b>							
Proceeds from equity issuances of stapled securities (net of costs)	—	—	1	—	—	4,143	—
Proceeds from borrowings (net of costs)	796	1,166	16	1,156	1,735	811	2,864
Net proceeds from loan facilities	(173)	(254)	359	193	289	165	74
Principal repayments of leases	(4)	(6)	(6)	(7)	(10)	(10)	(10)
Repayment of borrowings	(660)	(966)	(195)	(773)	(1,160)	(1,443)	(2,596)
Dividends and distributions paid to the Group's security holders	(593)	(868)	(747)	(992)	1,489	(942)	(818)
Distributions paid to non-controlling interests	(38)	(56)	(52)	(69)	(104)	(73)	(90)
<b>Net cash (outflow)/inflow from financing activities</b>	<b>(672)</b>	<b>(984)</b>	<b>(624)</b>	<b>(492)</b>	<b>(739)</b>	<b>2,651</b>	<b>(576)</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>	<b>(300)</b>	<b>(439)</b>	<b>(317)</b>	<b>35</b>	<b>53</b>	<b>(2,299)</b>	<b>1,978</b>
Cash and cash equivalents at the beginning of the half year/year	1,421	2,081	2,020	1,346	2,020	4,285	2,349
Effects of exchange rate changes on cash and cash equivalents	(5)	(7)	2	6	8	34	(42)
<b>Cash and cash equivalents at end of the half year/year</b>	<b>1,116</b>	<b>1,635</b>	<b>1,705</b>	<b>1,387</b>	<b>2,081</b>	<b>2,020</b>	<b>4,285</b>

- (1) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6828 per A\$1.00, the noon buying rate on December 29, 2023 (the last trading day in 2023).
- (2) Australian dollars have been translated into U.S. dollars for the purposes of this presentation at the exchange rate of U.S.\$0.6663 per A\$1.00, the noon buying rate on June 30, 2023.

## Proportional income statements

Set out below is a summary of our proportional financial information for the six months ended December 31, 2023 and 2022 and the financial years ended June 30, 2023, 2022 and 2021. We use proportional financial information, which reflects the contribution of individual assets in proportion to our equity interest in the asset, to assess the performance of our business. This method of presentation differs from the presentation of our statutory financial statements and is reconciled to the statutory financial statements in the consolidated financial statements of THL. See Note B4 “*Segment information—Proportional income statement*” to the audited consolidated financial statements of THL as at and for the financial years ended June 30, 2023 and 2022 and Note B3 “*Segment information—Proportional income statement*” to the unaudited consolidated interim financial statements of THL for the six months ended December 31, 2023. The summary proportional financial information presented below for the six months ended December 31, 2023 and 2022 and for the financial years ended June 30, 2023, 2022 and 2021 has been derived from the consolidated financial statements of THL.

The following table shows our ownership interest in our toll road assets (each of which is described in further detail in “*Business*”) in operation during the six months ended December 31, 2023 and 2022 and the financial years ended June 30, 2023, 2022 and 2021. Our proportional results are based on the percentage of our ownership, as set out in the table below, for the respective period.

	Six months ended December 31,		Year ended June 30,		
	2023	2022	2023	2022	2021
CityLink .....	100%	100%	100%	100%	100%
Hills M2 .....	100%	100%	100%	100%	100%
Lane Cove Tunnel .....	100%	100%	100%	100%	100%
Eastern Distributor .....	75.1%	75.1%	75.1%	75.1%	75.1%
M5 West Motorway <sup>(1)</sup> .....	100%	100%	100%	100%	100%
Westlink M7 .....	50%	50%	50%	50%	50%
Cross City Tunnel.....	100%	100%	100%	100%	100%
				50%	
				(25.5% up to October 29, 2021)	25.5%
M4 Motorway <sup>(2)</sup> .....	50%	50%	50%	50%	
				(25.5% up to October 29, 2021)	25.5%
M5 East / M8 Motorways <sup>(2)</sup> ....	50%	50%	50%	50%	50%
					(opened on October 31, 2020)
NorthConnex .....	50%	50%	50%	50%	
				50%	
M4-M8 Link Tunnels / Rozelle Interchange <sup>(2)</sup> .....	50%	-	(opened on January 20, 2023)	-	-
Logan Motorway <sup>(5)</sup> .....	62.5%	62.5%	62.5%	62.5%	62.5%
Gateway Motorway <sup>(5)</sup> .....	62.5%	62.5%	62.5%	62.5%	62.5%

Clem7 .....	62.5%	62.5%	62.5%	62.5%	62.5%
Go Between Bridge .....	62.5%	62.5%	62.5%	62.5%	62.5%
Legacy Way .....	62.5%	62.5%	62.5%	62.5%	62.5%
AirportlinkM7 .....	62.5%	62.5%	62.5%	62.5%	62.5%
					50%
					(100% up to
495 Express Lanes <sup>(3)</sup> .....	50%	50%	50%	50%	March 31, 2021)
					50%
					(100% up to
95 Express Lanes and 395 Express Lanes <sup>(3)</sup> .....	50%	50%	50%	50%	March 31, 2021)
					50%
					(100% up to
A25 <sup>(4)</sup> .....	50%	100%	(100% up to February 28, 2023)	100%	100%

- (1) We currently hold a 100% equity interest in the M5 West Motorway. When the current concession expires in December 2026, the M5 West Motorway will form part of the M5 WestConnex concession through to December 2060, and our equity interest will be 50%.
- (2) In October 2021, we, through the STP JV, acquired the remaining 49% equity stake in WestConnex from the NSW Government, taking our proportional equity interest in WestConnex to 50%.
- (3) In December 2020, we reached an agreement to sell a 50% interest in our Transurban Chesapeake assets to AustralianSuper, CPP Investments and UniSuper, with the transaction achieving financial close on March 31, 2021. Transurban Chesapeake comprises our Greater Washington Area operational assets which include the 495 Express Lanes and 95 Express Lanes (the concession of which includes 395 Express Lanes and the Fredericksburg Extension), as well as projects in delivery and development including the 495 Express Lanes Northern Extension.
- (4) On February 28, 2023, we completed the sale of 50% of our equity interest in the A25 to CDPQ for gross sale proceeds of C\$355 million.
- (5) The Gateway Motorway and the Logan Motorway operate under a single Concession Agreement but we report revenue for these two toll roads on a separate basis.

Proportional EBITDA is one of the primary measures that we use to assess the operating performance of our business. Our Proportional EBITDA reflects the contribution from individual assets to our operating performance and we believe that Proportional EBITDA permits a meaningful analysis of the underlying performance of our assets. Proportional EBITDA is the aggregation of EBITDA from each of our toll road assets multiplied by our percentage ownership of each toll road asset, and also includes EBITDA from our corporate function. The EBITDA calculation derived from our statutory financial statements would not include the operating performance of the non-controlled assets (being the Westlink M7, NorthConnex, the M4 Motorway, the M5 East Motorway, the M8 Motorway, the M4-M8 Link Motorway, the Greater Washington Area Toll Roads and the A25 from February 28, 2023) as they are equity accounted in our statutory results.

### Proportional income statements of THL

Six months ended December 31	Year ended June 30,
---------------------------------	------------------------

	2023	2022	2023	2022	2021
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Proportional revenue<sup>(1)</sup></b>					
Toll revenue .....	1,763	1,658	3,314	2,626	2,486
Other revenue .....	32	35	68	71	74
<b>Total proportional revenue.....</b>	<b>1,795</b>	<b>1,693</b>	<b>3,382</b>	<b>2,697</b>	<b>2,560</b>
<b>Proportional EBITDA<sup>(1)</sup>.....</b>	<b>1,331</b>	<b>1,238</b>	<b>2,448</b>	<b>1,900</b>	<b>1,812<sup>(2)</sup></b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

(2) Proportional EBITDA for the year ended June 30, 2021 includes transaction and integration costs of A\$24 million.

A reconciliation of our proportional revenue and Proportional EBITDA to our statutory revenue and profit/(loss) before tax is provided below:

**Reconciliation of proportional revenue and Proportional EBITDA to statutory revenue and profit/(loss) before tax**

	Six months ended December 31,		Year ended June 30,		
	2023	2022	2023	2022	2021 <sup>(1)</sup>
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Total proportional revenue .....</b>	<b>1,795</b>	<b>1,693</b>	<b>3,382</b>	<b>2,697</b>	<b>2,560</b>
Add:					
Revenue attributable to non-controlling interests ....	195	179	356	304	291
Construction revenue from road development activities .....	539	508	1,142	911	567
Other revenue from discontinued operations <sup>(2)</sup> .....	–	–	–	–	6
Intragroup elimination <sup>(3)</sup> .....	75	62	126	123	85
<b>Less:</b>					
Proportional revenue of non-100% owned equity accounted assets .....	(479)	(395)	(829)	(600)	(432)
Toll and other revenue on A25 relating to concession financial asset <sup>(4)</sup> .....	–	(8)	(10)	(14)	(13)
Other revenue receipts on A25 relating to concession financial asset <sup>(4)</sup> .....	–	(7)	(10)	(15)	(14)
Revenue attributable to discontinued operations <sup>(5)</sup> ...	–	–	–	–	(164)
<b>Statutory revenue .....</b>	<b>2,125</b>	<b>2,032</b>	<b>4,157</b>	<b>3,406</b>	<b>2,886</b>
<b>Proportional EBITDA.....</b>	<b>1,331</b>	<b>1,238</b>	<b>2,448</b>	<b>1,900</b>	<b>1,812</b>
Add:					

	Six months ended December 31,		Year ended June 30,		
	2023	2022	2023	2022	2021 <sup>(1)</sup>
	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)
EBITDA attributable to non-controlling interests....	144	131	260	215	214
Intragroup elimination <sup>(6)</sup> .....	(1)	1	11	8	9
<b>Less:</b>					
Proportional EBITDA of non-100% owned equity accounted assets .....	(342)	(288)	(591)	(413)	(330)
Transaction and integration costs incurred by equity accounted assets <sup>(7)</sup> .....	–	–	–	–	1
Toll and other revenue on A25 concessional financial asset recognised as financial income <sup>(4)</sup> .....	–	(15)	(20)	(29)	(27)
Proportional EBITDA from discontinued operations net of transaction costs on disposal <sup>(5)</sup> .....	–	–	–	–	12
Statutory depreciation and amortisation .....	(536)	(570)	(1,111)	(1,107)	(1,140)
Statutory net finance costs .....	(203)	(367)	(645)	(466)	(870)
Share of loss of equity accounted investments .....	(142)	(172)	(327)	(368)	(161)
Gain on disposal of interest in subsidiary .....	–	–	41	–	–
<b>Statutory profit/(loss) before income tax .....</b>	<b>251</b>	<b>(42)</b>	<b>66</b>	<b>(260)</b>	<b>(480)</b>

- (1) In FY2021, the Group divested 50% of its equity interest in Transurban Chesapeake which holds the 495 Express Lanes and 95 Express Lanes concessions. Therefore, the income statement information for FY2021 included in the consolidated financial statements for FY2022 presents the results of Transurban Chesapeake as discontinued operations. Refer to Note B24 in the consolidated financial statements for FY2022 incorporated by reference in this Offering Circular for further information.
- (2) FY2021 other revenue from discontinued operations represents intragroup revenue recognised in relation to arrangements between continuing and discontinued operations that is eliminated for segment purposes.
- (3) Statutory revenue recognised in relation to arrangements with the equity accounted investments that are eliminated for segment purposes. For statutory purposes an offsetting adjustment is recognised within the share of loss from equity accounted investments.
- (4) The Executive Committee assesses the performance of the Group using proportional results that include the A25 income streams relating to availability payments and guaranteed toll income which are classified as revenue within the proportional results. These revenues form part of the ordinary activities of the A25 asset and are reflective of its underlying performance. Up to the date of sale of 50% of the Group's interest in A25 on February 28, 2023, for statutory accounting purposes, these income streams offset the related concession financial asset receivable recorded on the original acquisition of the 50% interest in A25, which has been disposed of as part of the sale of the 50% interest in A25.
- (5) Statutory financial information for FY2021 classifies present the results of Transurban Chesapeake up to the date of sale of the Group's controlling interest on March 31, 2021. Proportional EBITDA from discontinued revenue is net of A\$18 million of transaction costs on disposal of Transurban Chesapeake which are included within the statutory gain on disposal within discontinued operations.
- (6) Earnings before depreciation, amortisation, net finance costs, equity accounted investments, income taxes and gain on disposal of subsidiary recognised in relation to arrangements with equity accounted investments that are eliminated for proportional purposes. For statutory purposes an offsetting adjustment is recognised within the share of loss of equity accounted investments.
- (7) Transaction and integration costs are included within Proportional EBITDA for segment reporting.



## **THE ISSUER**

Transurban Finance Company Pty Ltd (ABN 65 098 539 452), a company incorporated in Australia, is the Issuer of the Notes.

The Issuer, a wholly owned subsidiary of THL, is the Transurban Group's corporate funding vehicle. The only activities undertaken by the Issuer are the incurrence of external finance debt, the on-lending of that debt to other members of the Transurban Group and activities incidental to the foregoing.

The Issuer does not have any subsidiaries. The Issuer's Directors are Henry Byrne, Michele Huey and Hugh Wehby. The Issuer's officers are its company secretaries, Fiona Last and Natalie McKaig.

The Issuer's registered office is at Level 31, Tower Five, Collins Square, 727 Collins Street, Docklands Victoria 3008, Australia, and the telephone number is + 61 3 8656 8900.

## BUSINESS

### Overview

Transurban is a manager, developer and operator of urban toll roads in Australia and North America.

We have ownership interests in the concessions for eighteen operational toll roads in the three largest cities in Australia: Sydney, Melbourne and Brisbane. We also have ownership interests in the concessions for three toll road assets in the Greater Washington Area in the United States, and one in Montreal, Quebec in Canada. All of our toll roads are primarily located in urban areas, catering for diverse travel needs including logistics, commuting, trade, recreation and shopping. Our Australian operations consist of wholly owned concessions for five operational toll roads (CityLink in Melbourne, Victoria, and Hills M2, Lane Cove Tunnel, Cross City Tunnel and M5 West Motorway in Sydney, NSW) and partly-owned concessions for thirteen operational toll roads (Eastern Distributor, Westlink M7, M5 East Motorway, M4 Motorway, M8 Motorway, M4-M8 Link Motorway and NorthConnex in Sydney, NSW, and Gateway Motorway, Logan Motorway, Clem7, Go Between Bridge, Legacy Way and AirportlinkM7 in Brisbane, Queensland). Our United States operations consist of partly-owned concessions for three operational toll roads in the Washington, D.C. area: the 495 Express Lanes, which operate adjacent to I-495, the major route circling Washington, D.C., the 95 Express Lanes, which operate adjacent to I-95 and the 395 Express Lanes, which operate adjacent to I-395 in Northern Virginia. The 395 Express Lanes are included in the concession for the 95 Express Lanes. The 395 Express Lanes extends the northern end of our 95 Express Lanes to the Washington, D.C. border, while the newly opened Fredericksburg Extension project extends the southern end of the 95 Express Lanes to communities nearly 50 miles (80 km) south, in Fredericksburg, Virginia. The 95 and 395 Express Lanes intersect with and connect to I-495 and are a major thoroughfare into Washington, D.C. Our Canadian operations consist of a partly-owned concession for one operational toll road in Quebec: the A25 in Montreal.

In addition to our currently operational toll roads, we have four major projects in delivery, including the West Gate Tunnel project in Melbourne, the M7-M12 Integration project in Sydney and the Fredericksburg Extension project and the 495 Northern Extension project in the Greater Washington Area. We are also monitoring a number of other asset enhancement and expansion opportunities.

Our diversified portfolio consists of high-quality toll roads with long-dated concession lives that are integral pieces of transport infrastructure within the urban areas that they service. Our Australian toll roads connect with either other toll roads in our portfolio of assets or major public roads to form the main integrated traffic network for that urban and surrounding area. Prior to the COVID-19 pandemic, our established assets had a history of strong cash flows and revenue growth and attractive EBITDA margins. The COVID-19 pandemic and the government-mandated restrictions on movement imposed in response to it significantly reduced traffic volumes across our toll roads, resulting in lower toll revenue. Although certain changes to travel behaviours persist, traffic performance for the Group overall exceeded pre-pandemic traffic levels in FY2023. Traffic volumes in HY2024 grew across all markets with Group average daily traffic increasing 2.1% over HY2023. Traffic performance on our toll roads has been underpinned by the urban nature of our assets, demonstrating that the diversity of journeys across commuting, travel and leisure trips provides resilience throughout economic cycles.

We operate each of our toll roads under a Concession Agreement with a government entity. A Concession Agreement is the principal contract governing the terms under which we construct (as applicable), manage, operate, maintain and collect tolls on the relevant toll road during the concession term. Our Concession Agreements are long-dated with a weighted average concession life (based on Proportional toll revenue) across our portfolio of assets of 28.6 years at December 31, 2023. For our Australian concession assets, the remaining

terms range between 12.0<sup>4</sup> and 41.5 years as at December 31, 2023. The remaining term for each of our United States Concession Agreements is 64.0 years as at December 31, 2023. The remaining term for our Concession Agreement for the A25 in Montreal is 18.7 years as at December 31, 2023.

All of our Australian Concession Agreements have in-built toll price uplift mechanisms. These price increase mechanisms are generally linked to a specified consumer price index and provide guaranteed pricing floors for the majority of our Australian toll roads. There are no maximum price restrictions under our United States Concession Agreements, where the toll prices are changed dynamically to manage traffic demand and flow on our tolled lanes. Our Canadian asset, the A25 in Montreal, has inflation linked pricing that escalates annually in relation to the Canadian consumer price index. In addition, the A25 tolls can increase incrementally as traffic volumes exceed peak and off-peak thresholds. Upon the expiry of each Concession Agreement, we are required to transfer the toll road assets and infrastructure of the toll road to the relevant government entity in a good state of repair.

## **Traffic performance**

Traffic volumes on our toll roads are a key driver of earnings from our operating assets. Traffic volume increases occur organically (as traffic is predominantly correlated with population and local GDP growth, among other factors) and through area-specific growth and development. Asset enhancement projects, such as road widening projects which increase road capacity, enable increases in traffic volumes on our roads. Traffic volumes on the toll roads in our asset portfolio have generally demonstrated strong resilience since they opened, reflecting the strategic position of our toll roads within their respective transportation networks.

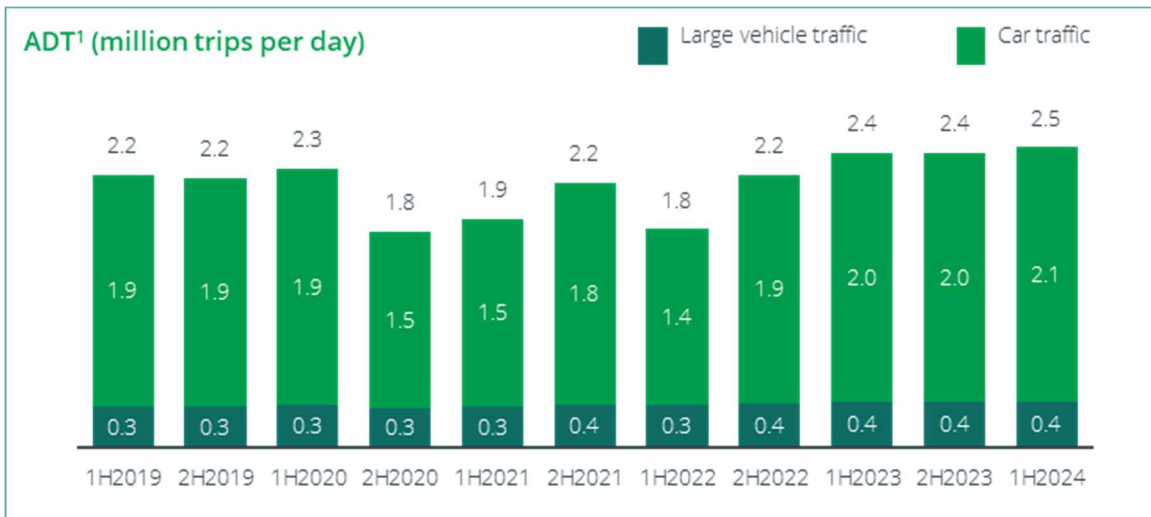
The COVID-19 pandemic, and the government-mandated restrictions on movement imposed in response to it, significantly reduced traffic volumes across our toll roads, resulting in lower toll revenue. Although certain changes to travel behaviour persist (see “Risk factors—Risks related to our business—The long-term impacts of changed travel behaviour following the COVID-19 pandemic are uncertain and may adversely impact our business”), traffic performance for the Group overall exceeded pre-pandemic traffic levels in FY2023.

Traffic volumes in HY2024 grew across all markets with Group average daily traffic increasing 2.1% over HY2023.

The following chart illustrates the traffic performance of the Group from July 2018 to December 2023.

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<sup>4</sup> The M5 West Motorway forms part of the M5 WestConnex Concession from December 2026, when the existing M5 West Motorway Concession expires, through to December 2060.



1. Group ADT figures may not add to Group ADT totals, and bars in the chart may not align, due to rounding.

In Australia, ADT on our toll roads was 2.30 million in HY2024, representing an increase of 1.9% from 2.26 million in HY2023, and an increase of 8.4% from 2.12 million in HY2020 (pre-COVID). In HY2024, Sydney Toll Roads ADT increased 1.2%, Melbourne Toll Road ADT increased 2.3% and Brisbane Toll Roads ADT increased 2.6%, compared to HY2023.

ADT on our Australian toll roads in FY2023 was 2.26 million, representing an increase of 20.9% from 1.87 million in FY2022 and an increase of 9.1% from 2.07 million in FY2019 (pre-COVID). In FY2023, our Melbourne Toll Road ADT increased 24.4%, while our Sydney Toll Roads ADT increased 24.1% and our Brisbane Toll Roads ADT increased 9.4%, in each case as compared to ADT in FY2022, and declined 5.3%, increased 22.2% and increased 13%, respectively, compared to ADT in FY2019 (pre-COVID).

The charts below include ADT for each of the assets we currently own, including, in the case of assets that we acquired since June 30, 2010 that were already operating, traffic data for the period prior to our ownership.

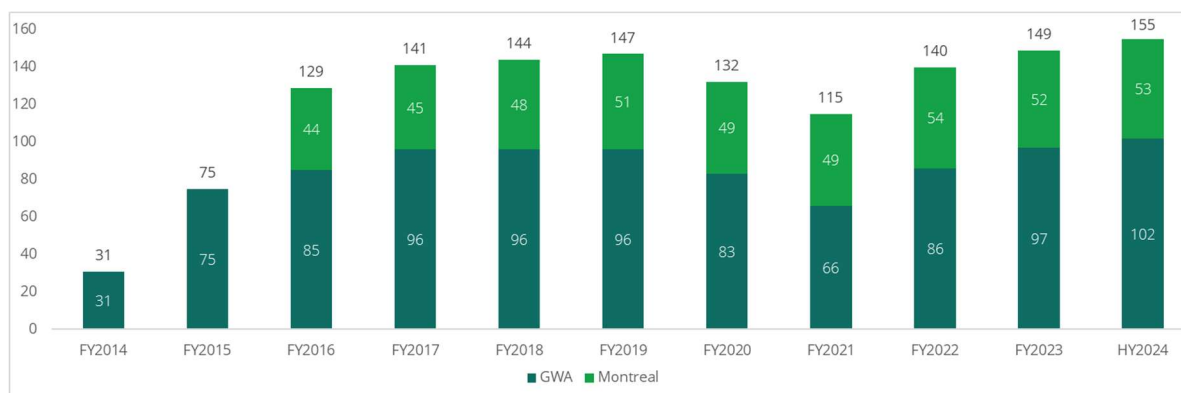
**Average daily traffic of Melbourne Toll Road, Sydney Toll Roads and Brisbane Toll Roads (000's)**



In the United States, our Greater Washington Area Toll Roads ADT was 102,412 in HY2024, representing an increase of 8.2% from 94,656 in HY2023. Greater Washington Area Toll Roads ADT was 97,340 in FY2023, representing an increase of 13.0% from 86,105 in FY2022 and an increase of 1.0% from 96,345 in FY2019 (pre-COVID).

In Montreal, the A25 ADT was 53,134 in HY2024, representing an increase of 0.1% from 53,056 in HY2023. A25 ADT was 51,859 in FY2023, representing a decrease of 3.6% from 534,739 in FY2022 and an increase of 2.0% from 501,886 in FY2019 (pre-COVID).

**Average daily traffic of Greater Washington Area Toll Roads and Montreal Toll Road (000's)**



## History of Transurban

We have a 24-year operational track record, dating back to the opening of CityLink in Melbourne in 1999. We began construction works on the Westlink M7 in Sydney in 2003 and established operations in the United States in 2006. We have been expanding our toll roads in each of these markets through a combination of development projects to expand the capacity of existing toll roads and acquisitions of new toll roads. In 2014, we entered the Brisbane market with the acquisition of an established network of toll roads through our acquisition of Queensland Motorways Group. We entered the Canadian market in 2018 with the acquisition of the A25 in Montreal.

## Competitive strengths

### *Diversified portfolio of high-quality toll roads*

We are the largest publicly listed toll road operator in Australia, with ownership interests in eighteen operational urban toll road assets in the three largest Australian cities: Sydney, Melbourne and Brisbane. We also hold ownership interests in three toll road assets in the Greater Washington Area in the United States, and one toll road asset in Montreal, Canada. Since the opening of CityLink in Melbourne in 1999, we have sought to expand our business footprint to create toll roads in the cities where we operate.

Our Australian toll roads are located in urban areas servicing key population centres that exhibit attractive demographic characteristics relating to income, employment and population growth. These assets provide key commuter and freight transportation links in each of the urban areas in which they are located. Our toll roads in the Greater Washington Area are located in one of the most congested road networks in the United States and attract traffic from high-income catchment areas around Washington, D.C. Our Canadian toll road, the A25, is located in the Montreal metropolitan area which has experienced stable and consistent population growth and is part of a developed economy with a skilled workforce and steadily increasing employment boosted by the technology sector. We believe that the location and nature of our toll roads have led to their history of traffic and revenue growth.

Our toll road positions in each of the cities in which we operate provides us with the scope to enhance our portfolio of assets by allowing us to consider development and upgrade initiatives involving multiple assets in areas, including technology deployment, operations and maintenance activities and in developing proposals for

new projects. We actively manage our toll roads so that they operate safely, effectively and efficiently. To support this, we have a dedicated in house team of transport network planners and traffic modelling experts responsible for developing network models for each of the cities in which we operate. This capability also enables us to assess how improvements to a specific road or surrounding road network would affect traffic and revenue, and therefore, to better plan for the network and its operation and to identify development opportunities. Our assets provide us the flexibility to negotiate with government including changes such as toll increases and concession extensions.

The scale of our operations and our toll roads also allow us to efficiently deliver new tolling technology, maintenance activities and customer management activities. We employ teams of engineers to oversee the operation and maintenance of our roads, with a focus on the safe and efficient performance of these assets over their lifetime. We undertake a wide range of activities, from maintenance of all aspects of the road infrastructure and technology systems, to incident management and traffic operations in the operations centres that monitor each of the toll roads.

### ***Long-term Concession Agreements with embedded inflation protection***

Our toll road concessions in Australia and North America are long-dated, with a weighted average concession life (based on Proportional toll revenue) across our portfolio of assets of 28.6 years at December 31, 2023. Adjustments to extend the concession life and increase the toll price under our Concession Agreements have been central to our negotiations with our government partners to undertake further developments on our toll roads. For example, in addition to delivering increased capacity, our CityLink-Tulla widening project involved CityLink's Concession Agreement being extended by one year, as well as it being amended to include one year of additional toll escalation and to increase truck tolls to be consistent with other Australian motorway networks.

Our Australian Concession Agreements, which generated 93.1% and 93.0% of our Proportional toll revenue in HY2024 and FY2023, respectively, have toll price mechanisms that are subject to quarterly or annual escalations, with the majority of Australian toll revenue escalating with CPI<sup>5</sup> and the remaining with fixed annual escalation at 4.25%. Inflation-based escalation mechanisms provide inflation protection for tolling revenues for the terms of the Concession Agreements and do not require government approval. In many instances, the Concession Agreements also set out a minimum amount by which the relevant toll prices can periodically escalate. In contrast, there are no maximum price restrictions under our United States Concession Agreements, where the toll prices are changed dynamically to manage traffic demand and flow on our tolled lanes. Our Canadian asset, the A25 in Montreal, has inflation linked pricing that escalates annually in relation to the Canadian consumer price index. In addition, the A25 tolls can also increase incrementally as traffic volumes exceed peak and off-peak thresholds.

### ***Experienced government partner***

We have significant experience in working closely with various branches of governments to provide effective transport solutions that support the growth and development of the cities in which we operate. Since our establishment in 1995, we have delivered many successful projects under a Public Private Partnership model, including CityLink in Melbourne, Westlink M7 in Sydney, and 495 Express Lanes, 395 Express Lanes and 95 Express Lanes in the Greater Washington Area. We believe that our active engagement with our government partners, where our focus is on safe and efficient operations while developing opportunities to support the provision of a functional road network that provides value for customers and local communities, continues to position us as a partner of choice for governments.

This has also enabled us to initiate and negotiate a number of projects with governments directly. For example:

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<sup>5</sup> Eastern Distributor toll escalation based on weighted sum of Average Weekly Earnings and CPI.

- in December 2022, we announced that the NSW Government accepted an unsolicited proposal from the Westlink M7 Concessionaires, in which we own a 50% interest, to widen the M7 Motorway and connect with the new M12 Motorway in Western Sydney, including a connection between Elizabeth Drive and the M12 Motorway (“M7-M12 Integration project”). This project reached financial close on February 28, 2023, and construction works have commenced. See “*Business—Toll roads—Australian assets—Sydney Toll Roads—Sydney Toll Road developments—M7-M12 Integration project*” for more information;
- in FY2022, we reached an agreement with VDOT to extend the 495 Express Lanes, in which we own a 50% interest through our interest in Transurban Chesapeake, from its current northern terminus to the George Washington Memorial Parkway near the Maryland border at the Potomac River crossing (approximately 2.5 miles (4 km)). A ground-breaking ceremony in March 2022 marked the official start of construction on the 495 Northern Extension project – known as Project NEXT. The project is approximately 36% complete as at December 31, 2023 and is expected to open to traffic in 2025. See “*Business—Toll roads—North American assets—Greater Washington Area Toll Roads—495 Express Lanes—495 Express Lanes developments*” for more information; and
- we reached an agreement in December 2017 with the Victorian Government to build, toll and operate the West Gate Tunnel project, which comprises two additional traffic lanes in each direction on the West Gate Freeway from the M80 Interchange to Williamstown Road, twin tunnels and elevated motorway to connect the West Gate Freeway with the Port of Melbourne, CityLink and the Melbourne CBD, providing an alternate river crossing and easing pressure on the West Gate Bridge. See “*Business—Toll roads—Australian assets—Melbourne Toll Road—Melbourne Toll Road developments—West Gate Tunnel project*” for more information.

### ***Proven technology platform***

We believe that we provide leading tolling and operational technology to optimise our customers’ experience, ensure appropriate customer management and revenue capture, maintain an efficient operation of our toll roads and maximise our customers’ safety.

In 2018, for example, we introduced the world’s first GPS tolling mobile phone app, LinktGO, to customers in Australia to manage their toll road travel on a pay-as-you-go basis through digital channels. LinktGO allows drivers to see their toll travel in near real-time and pay trip-by-trip using their smartphones with no ongoing commitment. In 2019, we launched GoToll in the United States. GoToll is an app that allows drivers to pay-as-they-go for tolls and manage their payments using their smartphones. See “*Business—Technology*” for further details.

### ***Track record of successfully completing development projects***

In line with our strategy, we actively seek to develop projects that establish and enhance our toll roads, including opportunities to relieve existing traffic congestion through greenfield development and/or enhancement of our toll roads. Our in-house team of transport network planners and traffic modelling experts is a key part of our ability to identify such development opportunities. We are then able to progress these proposals with the relevant government entities. For example, we have utilised this strategy and process on the M5 West Motorway widening project, the NorthConnex project, the CityLink-Tulla widening project, the Logan Enhancement project and the West Gate Tunnel project.

We have successfully completed a number of major projects in recent years, including the CityLink-Tulla widening project, the Inner City Bypass project, the Logan Enhancement project, the Gateway Upgrade North project, the 395 Express Lanes project, the NorthConnex project and the M4 Motorway, M8 Motorway and M4-M8 Link Tunnels as part of the WestConnex project. We outsource construction to experienced and

reputable contractors on such projects and seek to ensure that project risks sit with the party most appropriate to bear that risk. We also have our own in-house project delivery personnel that we supplement with external specialists to manage and provide oversight of each phase of project development and delivery and ensure that appropriate construction management systems and controls are in place.

### ***Strong financial management with a highly experienced management team***

We conduct our operations within a strong financial framework underpinned by prudent financial risk management. We have undertaken a number of financing initiatives to assist us in achieving our business goals while maintaining a prudent approach to our financial position, including our strong investment grade credit metrics. In financing our operations and growth opportunities, we have taken a balanced approach to debt and equity in our funding mix. For example, in October 2021 we completed a A\$4.2 billion pro-rata accelerated renounceable 1 for 9 entitlement offer to fund our equity contribution to the Sydney Transport Partners consortium's acquisition of the remaining 49% equity stake in WestConnex. In addition, in April 2023 we issued €650 million of guaranteed senior secured notes due 2033 under our Euro Medium Term Note Programme and raised a total of A\$5.0 billion in debt in FY2023, across both bank and debt capital markets, to support funding initiatives and the delivery of projects across the business. Over the 18 months to December 31, 2023, the Group weighted average cost of A\$ debt increased only 0.4% to 4.3%, compared to a 3.5% increase in the Reserve Bank of Australia's cash rate over the same period. We have also used equity to support our balance sheet for the acquisition of Transurban Queensland, AirportlinkM7 and Lane Cove Tunnel, as well as broader capital funding requirements for growth projects, including the West Gate Tunnel project and upgrades of the Hills M2 and M5 West Motorways. We also currently utilise a non-underwritten distribution reinvestment program.

Our debt maturities at the corporate level have a weighted average of 5.2 years as at December 31, 2023. We continue to diversify our debt funding sources across the Group, particularly in the debt capital markets, and have accessed the Australian, European, United States, Canadian, Asian, Norwegian and Swiss debt capital markets. Our senior secured debt is rated Baa1 by Moody's, BBB+ by S&P and A- by Fitch, each with a stable outlook.

We have a highly experienced leadership team and we have structured our operations to ensure the business is appropriately resourced. The business is supported by approximately 2,020 direct employees, as at December 31, 2023<sup>6</sup>.

## **Business strategy**

### ***Our purpose is to strengthen communities through transport***

Our objective is to provide effective transport solutions that strengthen the communities in the markets we serve. To achieve this, we are focused on developing, operating and maintaining high-quality toll roads that can be integrated or developed into essential road networks that support urban infrastructure, and that are supported by long-dated Concession Agreements that generally tend to deliver consistent and predictable cash flows over their lifetimes. As our organic growth is derived from traffic growth and toll escalation, our strong EBITDA margins depend on our ability to provide efficient services at scale across our portfolio of assets.

### ***Stakeholder engagement***

Our success is supported by our ability to be the trusted road infrastructure partner for communities, customers, governments, investors and people. To achieve this, we seek to provide effective transportation and funding solutions to support the growth, development and funding of new road infrastructure and enhancements of our

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<sup>6</sup> Our headcount definition includes direct Transurban employees (permanent full time/part time, fixed term full time/part time, casuals) but excludes non-executive directors, employees on leave of absence and contingent workers.



existing toll roads. We do this through active management of our existing portfolio, by engaging in transportation policy discussion in each jurisdiction in which we operate, and by seeking to provide communities, customers and governments with solutions that relieve traffic congestion and to provide broader value. We also undertake extensive community and stakeholder engagement with respect to potential new projects, interacting in person and in virtual settings to ensure the interests of local communities are appropriately considered.

### ***Optimal networks***

Our focus is to provide road infrastructure that supports commuting and freight traffic in major urban areas. We believe that urban networks deliver resilient traffic volumes over time. We also believe that the major urban areas in which we operate will continue to require expanded road infrastructure over time, which as an existing provider of toll roads, we are well-positioned to develop. We actively seek to establish and enhance our roads by relieving existing traffic congestion through effective network planning and forecasting, selective brownfield development and enhancement of our toll roads. We continuously seek to unlock additional value through the ongoing development of our portfolio of toll roads through further investment in our assets and network development in our focus markets.

### ***Pursue brownfield development and enhancements of our existing toll roads***

We focus on developing our existing toll road assets and have a track record of expanding our portfolio of assets through brownfield developments. In the past, we have been able to negotiate extensions to the expiration date of our toll road Concession Agreements and, in some instances, modifications to the tolling regimes in return for the investment we have made in greenfield and brownfield developments. We seek to balance near term value (such as toll increases) with long-term value sources (such as concession extensions).

## **Operations**

### ***Focus on safety***

We are committed to providing healthy, safe and environmentally responsible places of work for employees, contractors, and visitors. This includes supporting the physical and psychological health and wellbeing of our people.

We measure our safety performance in our workplaces and on our toll roads. In HY2024, FY2023, FY2022 and FY2021, both the lost-time injury frequency rate (**LTIFR**) and recordable injury frequency rate (**RIFR**) for our employees were 0.00. In HY2024 and FY2023, the RIFR for contractors was 4.06 and 2.77 recordable injuries per million work hours, respectively. The FY2023 rate was below our contractor RIFR target of 4.0 and the HY2024 rate is tracking above our FY2024 target of 3.40.

### ***Maintain our focus on technological innovation***

We are committed to being a leader in toll road technology and maintain a strong focus on delivering ongoing improvements for our toll road users. We focus on developing our technology and data analytics capabilities to advance our transport network management and road user interfaces. We also focus on developing and implementing tolling technology, such as the technology that is deployed on our North American assets and our GLIDe tolling system, which supports most of our Australian assets. In recent years, we have made significant technology-driven operational improvements to enhance customer safety on our roads and to allow us to respond to incidents quickly. These include innovations such as electronic speed and lane control, specialist tunnel safety systems and vehicle height, pedestrian and incidents detection systems.

We also evaluate the application of emerging technologies where they may be able to enhance transport management and customer experience. We work to stay on top of autonomous vehicle trends through continual research and development as well as through partnerships with relevant technology providers.

### ***Operational and customer management***

Operational efficiency is an important part of our overall strategy, and we seek to achieve this across our toll roads in the way we operate our assets. Cost savings based on economies of scale through national contracts, for instance in our procurement of e-tags (which are electronic devices within a vehicle that enable a customer's toll to be calculated), have helped drive cost savings across our toll roads. We continue to enhance the customer experience by increasing convenience and accessibility through expanding our customer offering, which can be accessed from a variety of digital self-serve channels, supported by our customer service team.

### ***Disciplined investment through selective acquisitions of complementary toll road assets***

We continue to evaluate acquisition opportunities where they meet our return hurdles and are aligned with our strategic focus on the provision of roads in urban areas. All acquisitions must meet our strict investment criteria and are evaluated on this basis. We forecast traffic in extensive detail as part of any acquisition assessment and our teams of subject matter experts focus on appropriate due diligence. We consider a variety of metrics around discounted cash flows and distribution impacts, as well as the impact on our credit metrics, strategic fit and risk profile. We have a track record of successfully integrating acquired assets and achieving synergies.

### **Markets we serve**

Our toll roads are in the three largest cities in Australia: Melbourne (Victoria), Sydney (NSW) and Brisbane (Queensland), in the Greater Washington Area in the United States and in Montreal, Canada.

### **Victoria overview**

Victoria is the second largest state in Australia by population and by Gross State Product (**GSP**) for FY2023. The State of Victoria is rated “AA” by S&P and “Aa2” by Moody's. Victoria experienced GSP growth of 2.6% per annum from FY2012 to FY2023 and population growth of 1.7% per annum for the same period. Total population in Victoria was 6.8 million at June 30, 2023. Melbourne is the capital city of Victoria and is Australia's second largest city by population (5.2 million at June 30, 2023).<sup>7</sup> The chart below illustrates the diversity of sectors contributing to Victoria's GSP for FY2023.

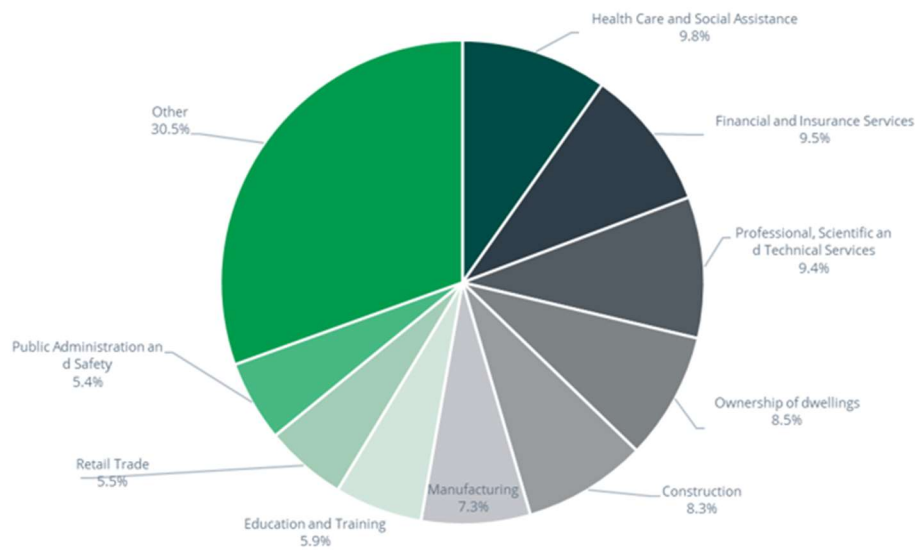
At January 31, 2023, there were approximately 5.4 million registered motor vehicles in Victoria.<sup>8</sup>

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<sup>7</sup> Australian Bureau of Statistics, population projections, November 2023 ([www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071](http://www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071)).

<sup>8</sup> BITRE Road Vehicles Australia, January 2023, June 2023.

### Victoria GSP by Sector (FY2023)<sup>9</sup>



### NSW overview

NSW is the largest state in Australia by population and by GSP for FY2023. The State of NSW is rated “AA+” by S&P, “Aaa” by Moody’s and “AAA” by Fitch. NSW experienced GSP growth of 2.4% per annum from FY2012 to FY2023 and population growth of 1.2% per annum for the same period. Total population in NSW was 8.3 million at June 30, 2023. Sydney is the capital city of NSW and is Australia’s largest city by population (5.4 million at June 30, 2023).<sup>10</sup> The chart below illustrates the diversity of sectors contributing to NSW GSP for FY2023.

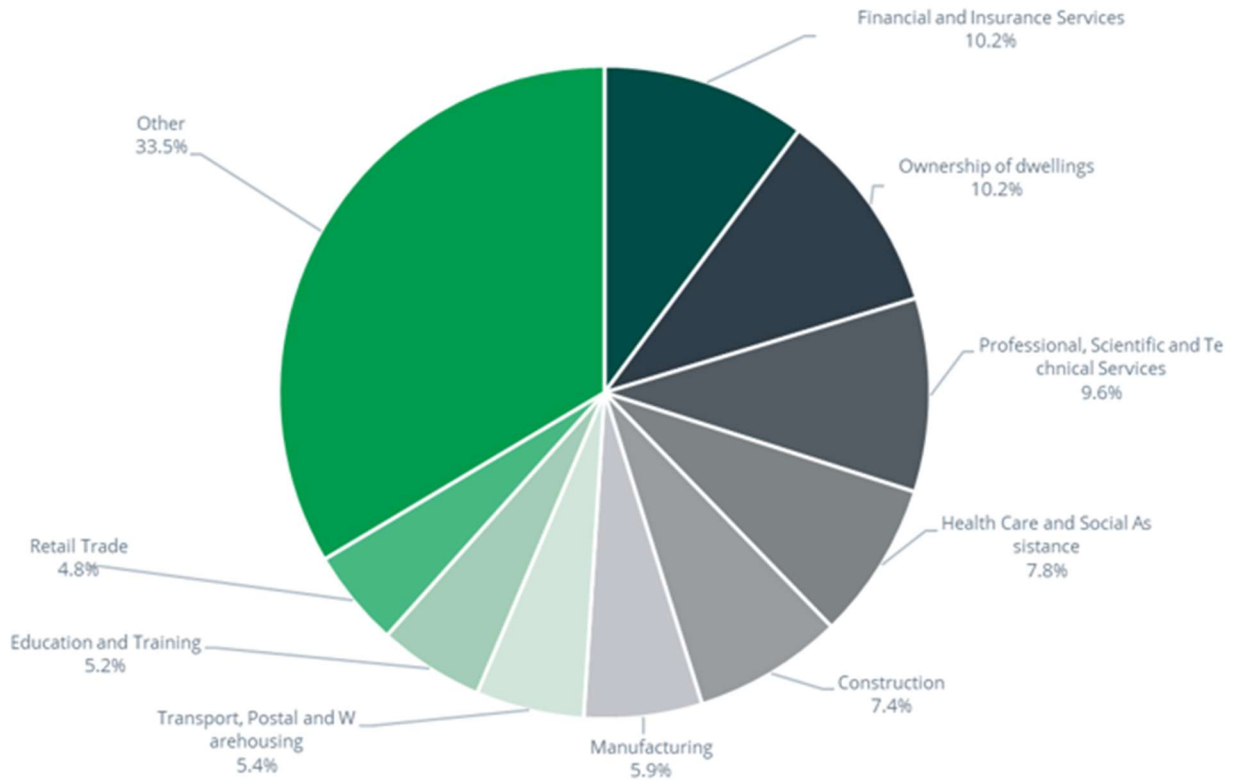
At January 31, 2023, there were approximately 6.2 million registered motor vehicles in NSW.<sup>11</sup>

<sup>9</sup> Top 10 sectors shown, Australian Bureau of Statistics, catalogue 5220.0 National Accounts: State Accounts, 2022-2023.

<sup>10</sup> Australian Bureau of Statistics, population projections, November 2023 ([www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071](http://www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071))

<sup>11</sup> BITRE Road Vehicles Australia, January 2023, June 2023.

**NSW GSP by Sector (FY2023)<sup>12</sup>**



**Queensland overview**

Queensland is the third largest state in Australia by population and by GSP for FY2023. The State of Queensland is rated “AA+” by S&P’s, “Aa1” by Moody’s and “AA+” by Fitch. Queensland experienced GSP growth of 2.3% per annum from FY2012 to FY2023 and population growth of 1.6% per annum for the same period. Total population in Queensland was 5.5 million at June 30, 2023. Brisbane is the capital city of Queensland and is Australia’s third largest city by population (2.7 million at June 30, 2023).<sup>13</sup> The chart below illustrates the diversity of sectors contributing to Queensland’s GSP by sector for FY2023.

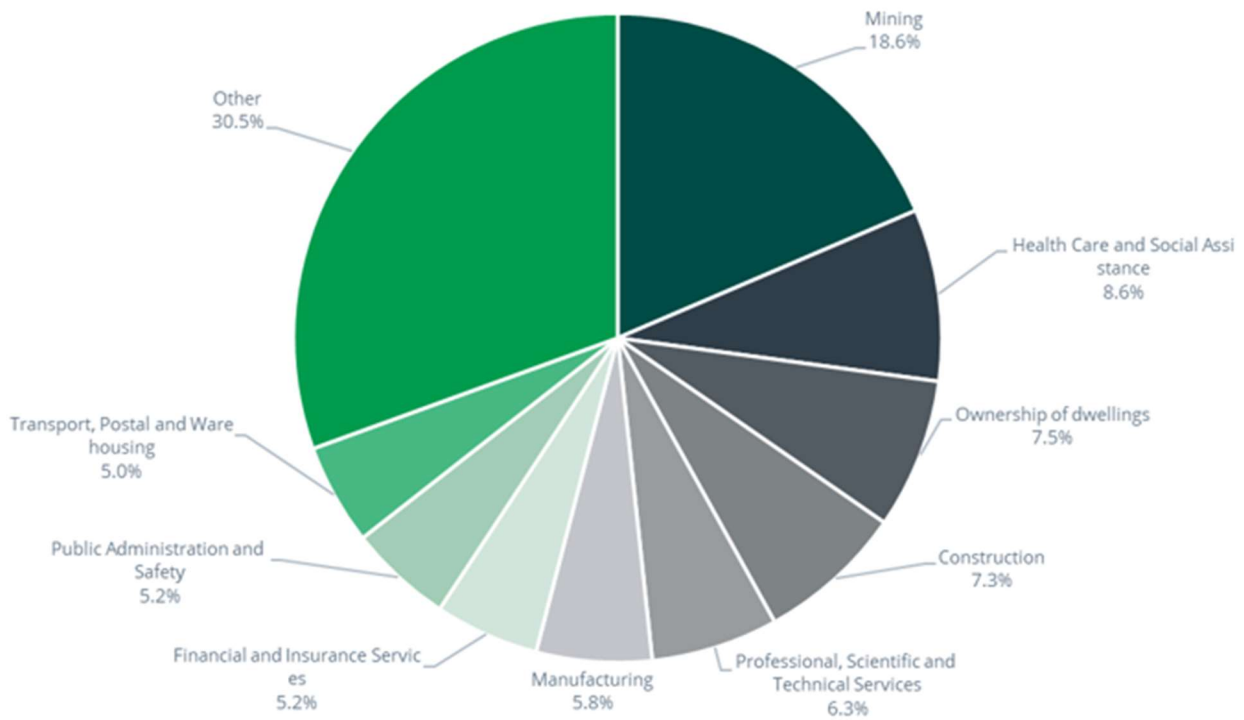
At January 31, 2023, there were approximately 4.6 million registered motor vehicles in Queensland.<sup>14</sup>

<sup>12</sup> Top 10 sectors shown, Australian Bureau of Statistics, catalogue 5220.0 National Accounts: State Accounts, 2022-2023.

<sup>13</sup> Australian Bureau of Statistics, population projections, November 2023 ([www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071](http://www.abs.gov.au/statistics/people/population/population-projections-australia/2022-base-2071)).

<sup>14</sup> BITRE Road Vehicles Australia, January 2023, June 2023.

### Queensland GSP by Sector (FY2023)<sup>15</sup>



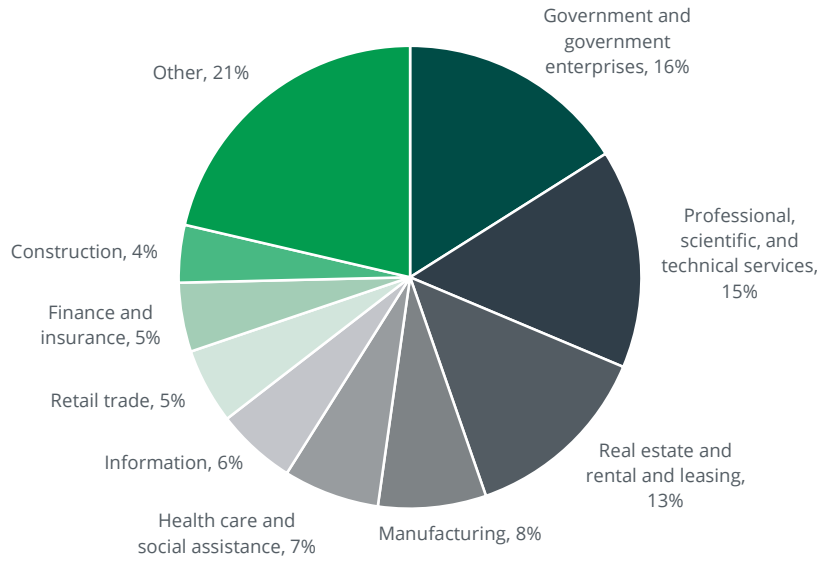
### Virginia overview

Virginia is the twelfth largest state in the United States by population and the thirteenth largest state by GDP for FY2023. The Commonwealth of Virginia is rated “AAA” by S&P, “Aaa” by Moody’s and “AAA” by Fitch. Virginia experienced real GDP growth of 1.4% per annum for the period from January 1, 2013 to December 31, 2022, and population growth of 0.6% per annum for the period from January 1, 2013, to December 31, 2022. Total population in Virginia was estimated by the United States Census Bureau at 8.7 million at June 30, 2023. The Washington Metro Area population was estimated by the United States Census Bureau at 6.4 million at July 1, 2022. The chart below sets out Virginia’s GDP by sector for the year ended June 30, 2023.

At December 31, 2021, there were approximately 8.4 million registered motor vehicles in Virginia.

<sup>15</sup> Top 10 sectors shown, Australian Bureau of Statistics, catalogue 5220.0 National Accounts: State Accounts, 2022-2023.

**Virginia GDP by Sector (FY2023)<sup>16,17</sup>**



**Quebec overview**

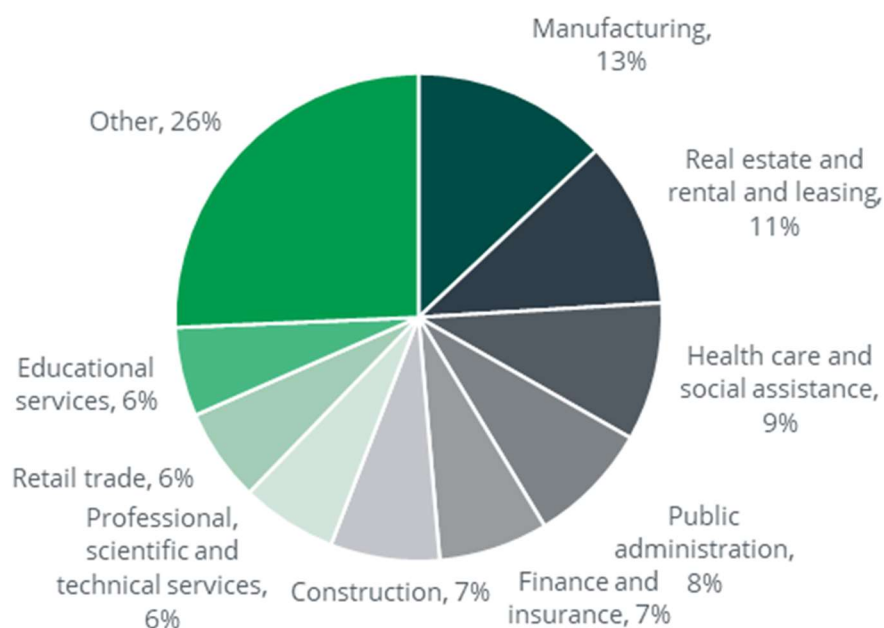
Quebec is the second largest province in Canada by population and GDP for the year ended December 31, 2022. The Province of Quebec is rated “AA-” by S&P, “Aa2” by Moody’s and “AA-” by Fitch. Quebec experienced real GDP growth of 1.9% per annum from the year ended December 31, 2012 through the year ended December 31, 2022, and population growth of 0.9% per annum for the period from December 31, 2012 to December 31, 2023. The total population in Quebec was estimated by Statistics Canada at 8.9 million at December 31, 2023. The metropolitan area of Montreal’s population was estimated by Statistics Canada at 4.4 million at June 30, 2022. The chart below sets out Quebec’s GDP by sector for the year ended December 31, 2022.

At December 31, 2022, there were approximately 6.0 million registered motor vehicles in Quebec.

<sup>16</sup> 2023 GDP data for Virginia is preliminary and may be subject to revisions.

<sup>17</sup> Top 10 sectors shown, U.S. Department of Commerce Bureau of Economic Analysis.

**Quebec GDP by Sector (Year ended December 31, 2022)<sup>18</sup>**



**Toll roads**

**Australian assets**

**Melbourne Toll Road**

Our Melbourne Toll Road comprises CityLink, our largest single asset by revenue, representing 27.0% and 27.0% of Proportional toll revenue in HY2024 and FY2023, respectively.

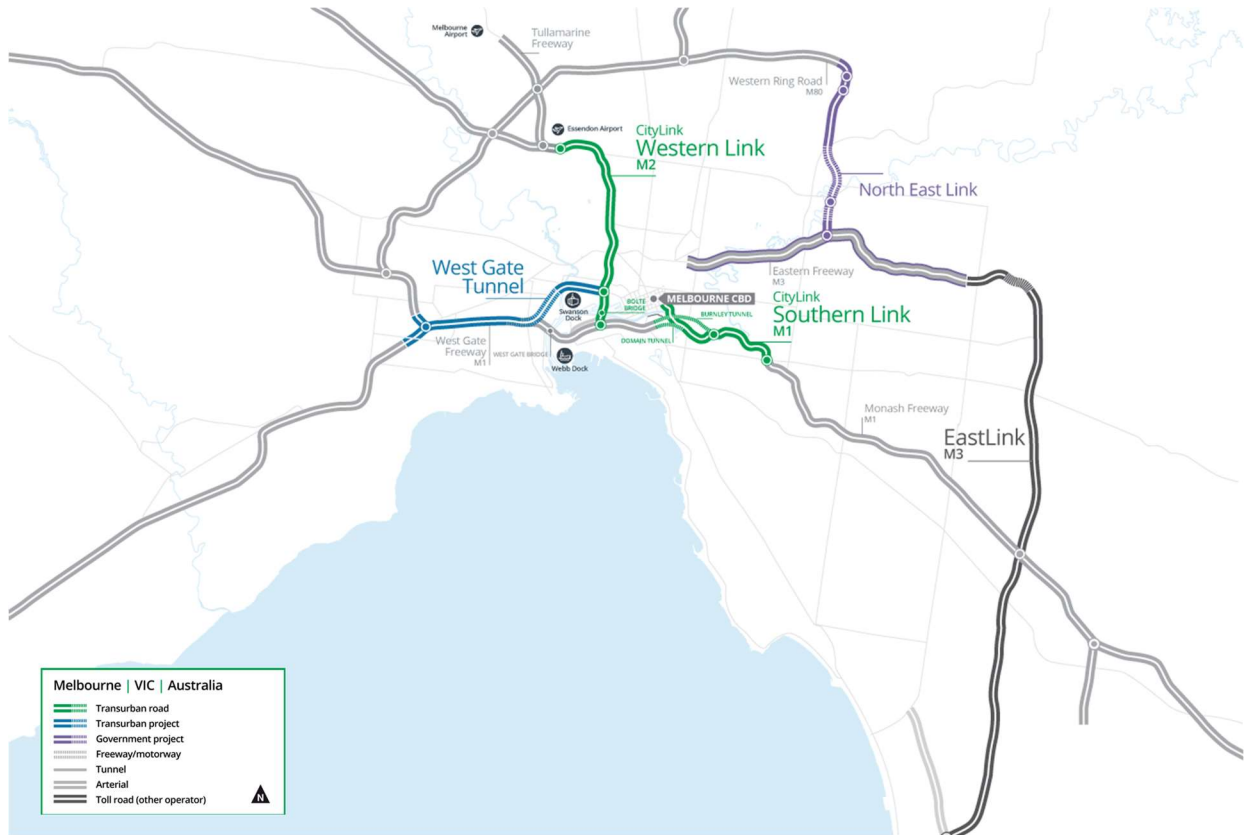
The table below sets out certain key operating and financial measures for our Melbourne Toll Road<sup>(1)</sup>:

Historical	HY2024	HY2023	FY2023	FY2022	FY2021	CAGR (%)
Traffic (ADT) <sup>(2)</sup> (000's) .....	823	804	806	648	566	19.4
Proportional toll revenue (A\$ millions) .....	475	446	894	722	616	n/a
Proportional EBITDA (A\$ millions).....	403	381	756	594	502	n/a
Proportional EBITDA margin (%).....	84.9	85.5	84.5	82.2	81.6	n/a

- (1) Proportional toll revenue, Proportional EBITDA and Proportional EBITDA margin are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.
- (2) Average Daily Transactions. See “Certain Definitions” for definition.

<sup>18</sup> Top 10 sectors shown, Statistics Canada. Table 36-10-0400-01 GDP at basic prices, by industry, provinces and territories, percentage share.

The map below illustrates the location of our Melbourne Toll Road:



## CityLink

### CityLink overview

CityLink was our first toll road, opening to traffic in August 1999. It is wholly owned by us and is a 14 mile (22 km) toll road that connects three major urban motorways in Melbourne – the West Gate Freeway, the Tullamarine Freeway and the Monash Freeway, making it an essential component of Melbourne’s transport infrastructure. CityLink connects Melbourne’s manufacturing hubs and residential areas to the Melbourne CBD, Port of Melbourne (Australia’s largest container port for the year ended December 31, 2023 as measured by throughput of TEU) and Melbourne Airport (Australia’s second largest domestic and international airport as measured by passenger movements for the year ended December 31, 2023).

CityLink is made up of two links: (i) the Western Link, connecting Melbourne airport and northern suburbs to the Port of Melbourne and the Melbourne CBD and (ii) the Southern Link, connecting the Melbourne CBD and the western suburbs to the south eastern suburbs. Together with the government-owned connecting roads, CityLink is part of Melbourne’s most important freight and commuter corridor.

CityLink contributed A\$475 million of Proportional toll revenue and A\$403 million of Proportional EBITDA for HY2024 and A\$894 million of Proportional toll revenue and A\$756 million of Proportional EBITDA for FY2023.

### CityLink Concession

The CityLink Concessionaires are CityLink Melbourne Limited and the CityLink Trust (through its trustee, Transurban Infrastructure Management Limited) (together, the **CityLink Concessionaires**). We wholly own



the CityLink Concessionaires. The CityLink Concession Agreement had a remaining concession term of 21.1 years (calculated as at December 31, 2023), expiring in January 2045.

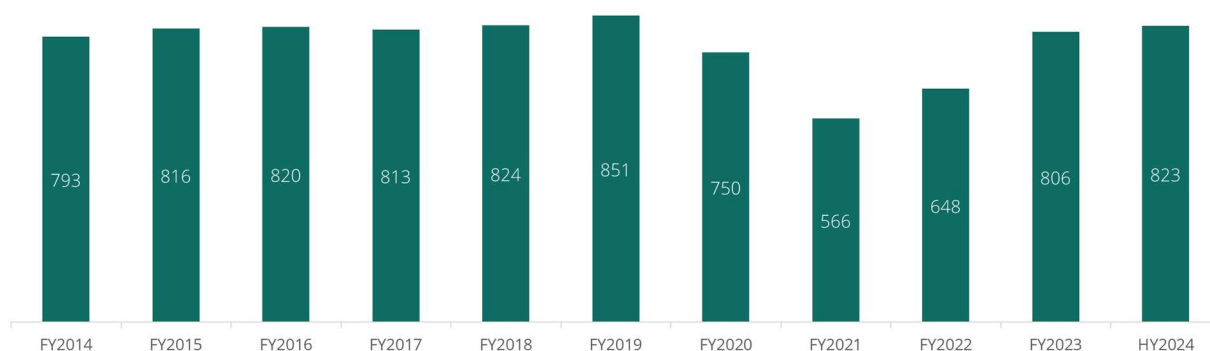
We provide management and tolling services to the CityLink Concessionaires. Under the CityLink Concession Agreement, CityLink tolls escalate quarterly by an equivalent of 4.25% per annum on and from July 1, 2019 to June 30, 2029. Thereafter, escalation will be quarterly by quarterly CPI. Truck tolls multipliers for heavy commercial vehicles and light commercial vehicles increased after April 2017 to become consistent with pricing for trucks on other Australian motorway networks. See “—*Summary of Concession Agreements*” below for additional information on the CityLink Concession Agreement.

### *CityLink traffic volumes*

Since CityLink opened to traffic in August 1999, its traffic volumes have demonstrated long-term growth despite periods of interruption due to improvement works. During the period between FY2013 and FY2016, traffic grew at a CAGR of 1.7%. During FY2017, traffic was affected by the works on the CityLink-Tulla widening project, however traffic subsequently recovered in FY2019, resulting in a 3.2% increase in ADT from 824,230 in FY2018 to 850,990 in FY2019. ADT decreased 11.9% to 749,621 in FY2020, predominantly due to the impacts of the COVID-19 pandemic. The peak impact of COVID-19 on CityLink ADT was in FY2021, with ongoing recovery since. In FY2023, ADT was 806,151, a 5.3% decrease compared to FY2019 (pre-COVID) levels. HY2024 traffic decreased 4.9% compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for CityLink from FY2014 to HY2024:

**CityLink ADT, FY2014 – HY2024 (000's)**



## **Melbourne Toll Road developments**

### ***West Gate Tunnel project***

#### *West Gate Tunnel overview*

In December 2017, we announced the contractual close of the West Gate Tunnel project and entered into a Concession Agreement to build, toll and operate the West Gate Tunnel project, which comprises two additional traffic lanes in each direction on the West Gate Freeway from the M80 Interchange to Williamstown Road, twin tunnels and an elevated motorway to connect the West Gate Freeway with the Port of Melbourne, CityLink and the Melbourne CBD, providing an alternate river crossing and easing pressure on the West Gate Bridge. The current cost estimate of the West Gate Tunnel project is approximately A\$10.0 billion and we expect that our contribution will be approximately A\$6.1 billion.

As part of an integrated transport solution, we also delivered the following projects within the funding framework for the West Gate Tunnel project:

- Monash Freeway Upgrade—one additional traffic lane in each direction from EastLink to Clyde Road, and smart technologies to improve traffic flow from Warrigal Road to Koo Wee Rup Road. We completed construction in June 2018; and
- Webb Dock Access Improvements—upgrading Cook Street and the West Gate Freeway-to-Bolte Bridge ramp to improve safety and access from Webb Dock. The improvements were completed in April 2018.

To support the financing, delivery and operation of the West Gate Tunnel project, we are using the following funding sources:

*West Gate Tunnel:*

- the right to toll, operate and maintain the West Gate Tunnel project from construction completion to January 13, 2045. Legislation is required to provide a consistent toll enforcement regime between the West Gate Tunnel project and CityLink and was passed by the Victorian Parliament in March 2019.

*CityLink:*

- toll revenue from a 10 year extension to the existing CityLink concession from January 14, 2035 to January 13, 2045;
- toll revenue from a fixed toll escalation consistent with the West Gate Tunnel project of 4.25% from July 1, 2019 to June 30, 2029 and thereafter a toll escalation at CPI; and
- introduction of a new High Productivity Freight Vehicle truck toll class (large truck and trailer combinations) from the commencement of tolling on the West Gate Tunnel project.

The CityLink Concession Agreement was amended to implement agreed funding sources for the West Gate Tunnel project (including a 10 year concession extension) and to make other agreed changes. See “*Risk factors—Risks related to our business—We derive virtually all of our earnings from Concession Agreements that have finite lives*” and “*Risk factors—Risks related to our business—The loss of a toll road asset for non-performance or default under a Concession Agreement, or as a result of government action, could materially adversely affect us*” for further information.

*West Gate Tunnel concession*

We established Transurban WGT Co Pty Ltd, West Gate Tunnel Leasehold Co Pty Ltd and Transurban Vic OpCo Pty Ltd for the purpose of entering into arrangements in relation to a Concession Agreement entered into on December 11, 2017 with the Victorian Government to build, toll and operate the West Gate Tunnel project. Construction on the West Gate Tunnel project commenced in early 2018.

During the course of construction, the construction subcontractor, CPB John Holland Joint Venture (**CPB JH**), made a number of claims including claims relating to the presence, classification and disposal of per and polyfluorinated alkyl substances (**PFAS**). CPB JH claimed that low levels of PFAS were found in some of the soil excavated in connection with building the tunnels. CPB JH claimed that these matters had an impact on its ability to complete the project within the contractual sum and project schedule.

On December 17, 2021, we agreed with the Victorian Government and the CPB JH on revised terms for the delivery of the West Gate Tunnel project. As part of this agreement, the total cost of the contract was increased by A\$3.4 billion, with us and the State of Victoria each contributing A\$1.7 billion, and a new completion date of late 2025 was established (with tolling on the West Gate Tunnel to commence at completion). All historic claims at that time were fully released by all parties.

Having successfully completed a widening and strengthening of existing bridges along the West Gate Freeway and tunnelling in FY2023, we are now focused on tunnel fit out, above-ground works, progressing on widening

the West Gate Freeway from eight to twelve lanes, installing noise walls and building the city connections. Several milestones were achieved in the tunnels during HY2024, having completed 7 km of the road deck, 45% of the tunnel cross passages and 15% of the mechanical and electrical fit out. Above ground, asphalt is being laid along the West Gate Freeway, the road deck for the Wurundjeri Way extension has been installed and a new Freeway Control Centre (which will manage traffic for CityLink, the West Gate Tunnel and the West Gate Freeway) is 85% complete. We expect to complete the West Gate Tunnel project in late 2025.

The West Gate Tunnel Concession Agreement provides that tolls on the West Gate Tunnel will be escalated quarterly by an equivalent of 4.25% per annum from the commencement of tolling to June 30, 2029, thereafter quarterly at CPI. See “—*Summary of Concession Agreements*” below for additional information on the West Gate Tunnel Concession Agreement.

#### *CityLink-Tulla widening project*

We commenced an approximately A\$1.3 billion (our contribution approximately A\$1.0 billion) major upgrade to the Western Link section of CityLink to relieve congestion, increase capacity and improve safety along the Tullamarine Freeway, CityLink and the West Gate Freeway in October 2015. The project added additional traffic lanes, modified certain interchanges and introduced an electronic freeway management system. Concurrently with our works, the Victorian Government also carried out works on the Tullamarine Freeway that connects to CityLink, adding an additional traffic lane in each direction from the Melbourne Airport to CityLink and extending the electronic freeway management system. Together, the projects made upgrades across 24 km of freeway from Melbourne Airport to Power Street. We completed the CityLink works in late 2017, and the State completed its works in early 2019. The project resulted in a twelve month extension to the CityLink Concession Agreement, an extension by 1 year of the then minimum tolling escalation regime and an increase in truck tolls.

#### **Sydney Toll Roads**

Our Sydney Toll Roads comprise our ownership interests in the concessions for eleven operational toll roads: Hills M2, M5 West Motorway, Westlink M7, M4 Motorway, M8 Motorway, M5 East Motorway, M4-M8 Link Motorway, Eastern Distributor, Lane Cove Tunnel, NorthConnex and Cross City Tunnel. Our Sydney Toll Roads form part of the Sydney Orbital Network, the major ring road connecting the Sydney CBD to suburbs in the north, east, south and west of Sydney.

The table below sets out certain key operating and financial measures for our Sydney Toll Roads<sup>(1)</sup>:

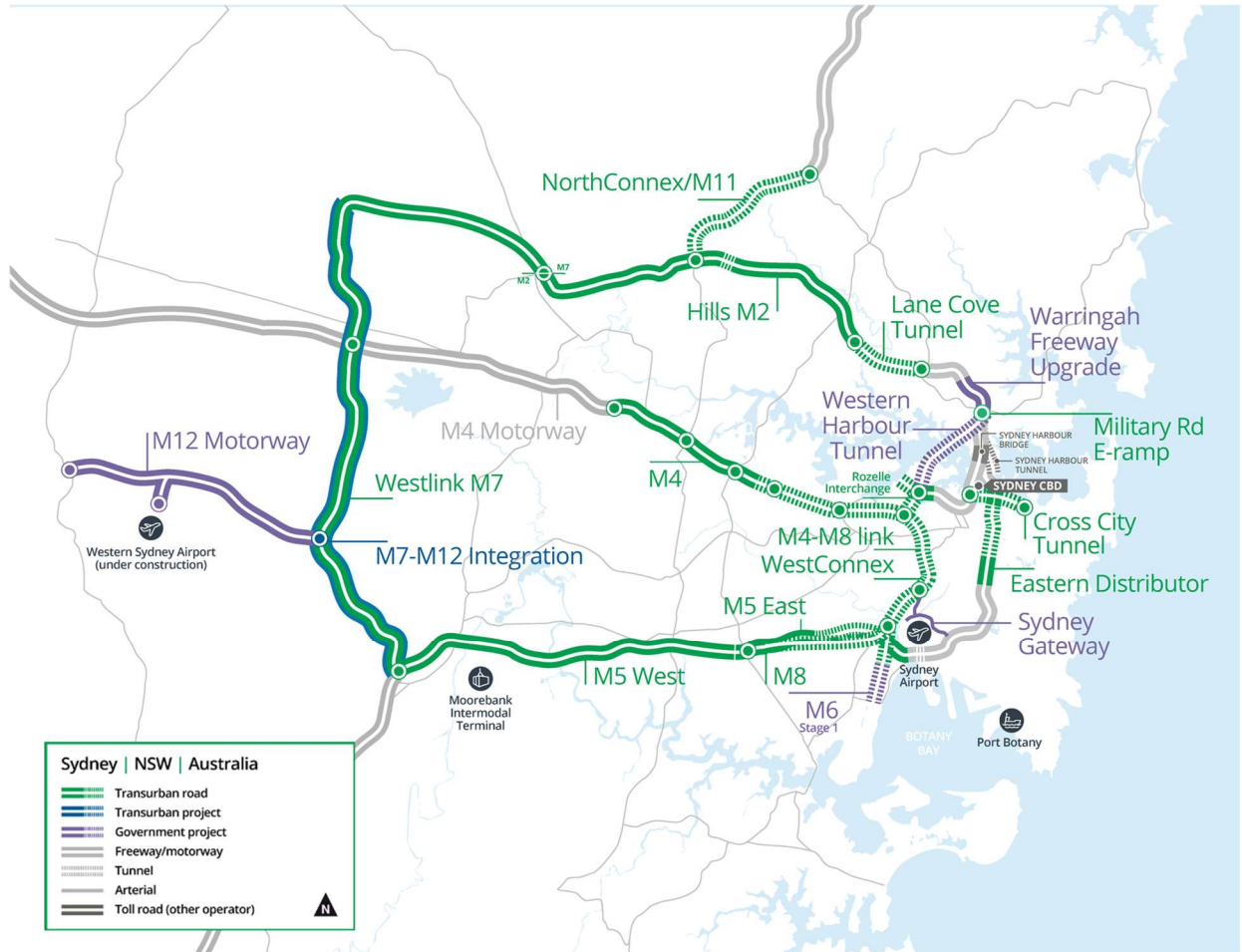
<b>Historical</b>	<b>HY2024</b>	<b>HY2023</b>	<b>FY2023</b>	<b>FY2022</b>	<b>FY2021</b>	<b>CAGR (%)</b>
Traffic (ADT) <sup>(2)</sup> (000's) .....	1,011	998	995	802	931	3.4
Proportional toll revenue (A\$ millions) .....	878	835	1,668	1,264	1,278	n/a
Proportional EBITDA (A\$ millions) <sup>(3)</sup> .....	694	674	1,328	976	1,033	n/a
Proportional EBITDA margin (%).....	79.0	80.7	79.6	77.2	80.9	n/a

(1) Proportional toll revenue, Proportional EBITDA and Proportional EBITDA margin are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

(2) Average Daily Trips. See “*Certain Definitions*” for definition.

- (3) Excludes transaction and integration costs of A\$6 million for FY2021, which includes A\$5 million of integration costs associated with the M5 West Motorway acquisition and A\$1 million of integration costs associated with the WestConnex acquisition through the STP JV for FY2021.

The map below illustrates the location of our Sydney Toll Roads:



(\*) The Rozelle Interchange (Stage 3B) was funded by Transport for NSW and incorporated into the WestConnex motorway network in November 2023. M5 West Motorway joins the WestConnex concession from December 2026 onwards.

## Hills M2

### Hills M2 overview

Hills M2 is a 13 mile (21 km) toll road that forms part of the corridor that links the lower north shore of Sydney and the Sydney CBD with the northwest regions of Sydney. It runs between the Lane Cove Tunnel and Westlink M7, two other toll roads that form part of our Sydney Toll Roads. Hills M2 opened to traffic in May 1997 and we acquired it in June 2005.

Hills M2 contributed A\$188 million of Proportional toll revenue and A\$159 million of Proportional EBITDA for HY2024 and A\$367 million of Proportional toll revenue and A\$310 million of Proportional EBITDA for FY2023.

### *Hills M2 Concession*

The Hills M2 Concessionaires are The Hills Motorway Limited and Hills Motorway Trust (through its trustee, Hills Motorway Management Limited) (together, the **Hills M2 Concessionaires**). We wholly own the Hills M2 Concessionaires. As of December 31, 2023, the Hills M2 Concession Agreement had a remaining concession term of 24.5 years, expiring in June 2048.

We provide management and tolling services to the Hills M2 Concessionaires. The Hills M2 Concession Agreement provides for the increase of tolls quarterly by the greater of the quarterly CPI or 1.0%. See “—*Summary of Concession Agreements*” below for additional information on the Hills M2 Concession Agreement.

### *Hills M2 traffic volumes*

Hills M2 opened to traffic in May 1997 and we acquired it in June 2005. After completion of the Hills M2 upgrade project, between FY2013 and FY2020, traffic grew at a CAGR of 3.6%. ADT increased 2.3% from 132,130 in FY2018 to 135,151 in FY2019 and decreased 12.8% to 117,880 in FY2020. Traffic performance decreased in FY2020 as a result of the network effects of the opening of the new Sydney Metro Rail and the M4 Tunnels as well as the impacts of the COVID-19 pandemic. ADT increased 7.4% to 126,660 in FY2021 due to reduced COVID-19 related mobility restrictions and the opening of NorthConnex in October 2020. Traffic performance decreased in FY2022 as a result of increased COVID-19 related mobility restrictions and heavy rainfall events. In FY2023, ADT increased to 135,640 as travel normalised following the pandemic. HY2024 ADT increased 2.0% compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for Hills M2 from FY2014 to HY2024:

**Hills M2 ADT, FY2014 – HY2024 (000's)**



### *Hills M2 developments*

In August 2013, the Hills M2 Concessionaires achieved practical completion of a major upgrade to the Hills M2. The upgrade included widening the motorway and the provision of a third lane along certain sections, adding a number of new tolled entry and exit ramps on the motorway and an upgrade of the motorway’s operations management control system. The term of the Hills M2 Concession Agreement was extended by four years and toll increases were agreed as a result of that upgrade project.

The Hills M2 was also upgraded in May 2018 in order to integrate it with the NorthConnex project. In return for that investment by the Hills M2 Concessionaires, the Hills M2 Concession Agreement was extended by approximately two years, to June 2048.

## ***M5 West Motorway***

### *M5 West Motorway overview*

M5 West Motorway, which we wholly own, is a 14 mile (22 km) toll road between Prestons and Beverly Hills to the Sydney’s southwest. It is part of a key freight and commuting route between the Sydney CBD, Sydney Airport and the south western suburbs of Sydney. The M5 West Motorway also connects with Westlink M7. Tolls are charged in both directions. We acquired our initial 50% equity interest in the M5 West Motorway in April 2007 and in 2018 we acquired an additional 15.38% equity interest across two transactions, taking our total equity interest to 65.38%. We acquired the remaining minority interests in the M5 West Motorway on October 30, 2019. The M5 West Motorway Concession Agreement will expire in December 2026 at which time it will become part of the M5 WestConnex Concession, in which our interest will be 50%.

M5 West Motorway contributed A\$173 million of Proportional toll revenue and A\$155 million of Proportional EBITDA for HY2024 and A\$334 million of Proportional toll revenue and A\$283 million of Proportional EBITDA for FY2023.

### *M5 West Motorway Concession*

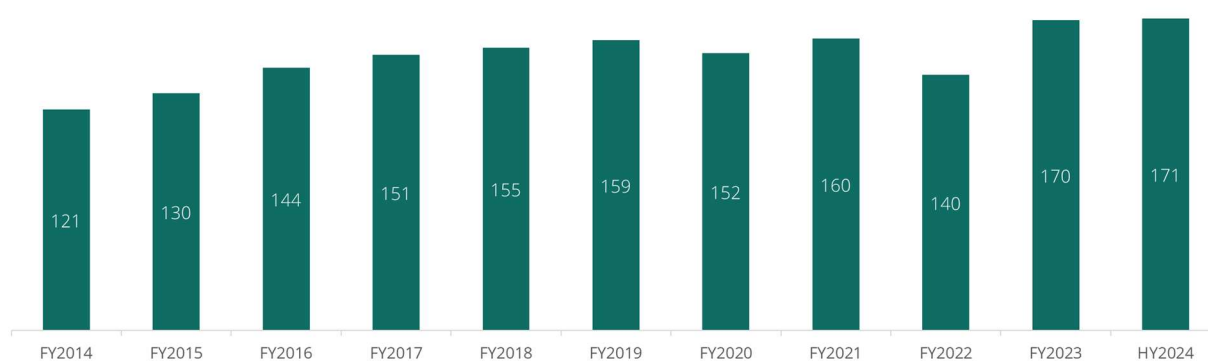
The M5 West Motorway Concessionaire is Interlink Roads Pty Ltd. The M5 West Motorway Concession Agreement provides for the increase of tolls quarterly by the quarterly Sydney CPI. The toll cannot be lowered as a result of deflation; however, it cannot be increased until inflation counteracts the deflation. As of December 31, 2023, the M5 West Motorway Concession Agreement had a remaining contract term of 3.0 years (expiring in December 2026, at which time it becomes part of the M5 WestConnex Concession in which we will have a 50.0% interest). See “—*Summary of Concession Agreements*” for additional information on the M5 West Motorway Concession Agreement.

### *M5 West Motorway traffic volumes*

The M5 West Motorway opened to traffic in August 1992 and we acquired our initial interest in April 2007. ADT increased 2.4% from 154,980 in FY2018 to 158,740 for FY2019, and decreased 4.2% to 152,010 in FY2020, predominantly due to the impacts of the COVID-19 pandemic. ADT increased 5.2% to 159,970 in FY2021 due to reduced COVID-19 related mobility restrictions. Traffic performance in FY2022 was negatively impacted by increased COVID-19 related mobility restrictions and heavy rainfall events. Traffic has consistently recovered since the lifting of COVID-19 restrictions. In FY2023, ADT was 169,540, a 6.8% increase compared to FY2019 (pre-COVID) levels. HY2024 ADT was 170,710, a 5.1% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the M5 West Motorway from FY2014 to HY2024:

**M5 West Motorway ADT, FY2014 – HY2024 (000’s)**



### *M5 West Motorway developments*

The M5 West Motorway (South West) widening project added an additional lane in each direction of the M5 West Motorway (South West) from Camden Valley Way at the western end through to King George's Road in the east. The project included a new operations management control system, variable messaging signs on the toll road and surrounding arterial roads and approximately 11.2 miles (18 km) of noise walls. The project reached completion on time and on budget on December 15, 2014. Upon completion of the project, the term of the M5 West Motorway Concession Agreement was extended by 3.3 years (up to December 2026 from August 2023) and the truck toll multiplier was incrementally increased to three times the car toll from its previous level of approximately 2.2 times. In 2018, construction of new east facing tolled ramps commenced to provide access from Belmore Road, and these ramps were opened to traffic in February 2019.

### **Westlink M7**

#### *Westlink M7 overview*

Westlink M7, in which we own a 50% interest through our interest in the NWRG, is a 25 mile (40 km) toll road that runs north-south through Sydney's Western suburbs, linking major residential growth centres, distribution centres and areas of industrial development in Sydney's west and feeding traffic onto our Hills M2 and M5 West Motorways. QIC Limited and CPP Investments each own 25% of Westlink M7 through their interests in the NWRG. Westlink M7 opened to traffic in December 2005.

Westlink M7 contributed A\$125 million of Proportional toll revenue and A\$105 million of Proportional EBITDA for HY2024 and A\$243 million of Proportional toll revenue and A\$203 million of Proportional EBITDA for FY2023.

#### *Westlink M7 Concession*

The Westlink M7 Concessionaires are Westlink Motorway Limited and WSO Co Pty Limited (together, the **Westlink M7 Concessionaires**). The Westlink M7 Concession Agreement provides for the escalation or de-escalation of tolls quarterly by the quarterly CPI. As of December 31, 2023, the Westlink M7 Concession Agreement had a remaining contract term of 27.7 years, expiring in September 2051. This includes the NSW Government's agreement in February 2023 to extend this term by 3.2 years to fund the M7-M12 Integration project. This extension is conditional on completion of construction works (expected in calendar year 2026). The Westlink M7 Concessionaires have their own independent management teams. We have appointed one or more directors to the Westlink M7 Concessionaires' Boards, who can vote our 50% voting interest. See "*Summary of Concession Agreements*" below for additional information on the Westlink M7 Concession Agreement.

#### *Westlink M7 traffic volumes*

Westlink M7 opened to traffic in December 2005, and its traffic volumes steadily increased since its opening. After the completion of the Hills M2 upgrade project, between FY2013 and FY2020, traffic grew at a CAGR of 3.2%. ADT increased 1.6% from 187,870 in FY2018 to 190,970 for FY2019 and decreased 7.0% to 177,580 in FY2020, predominantly due to the impacts of the COVID-19 pandemic. ADT increased 6.1% to 188,470 in FY2021 due to reduced COVID-19 related mobility restrictions. Traffic performance in FY2022 was negatively impacted by increased COVID-19 related mobility restrictions and heavy rainfall events. Traffic has consistently recovered since the lifting of COVID-19 restrictions. In FY2023, ADT was 196,200, a 2.7% increase compared to FY2019 (pre-COVID) levels. In HY2024, ADT was 198,360, a 3.1% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the Westlink M7 from FY2014 to HY2024:

#### **Westlink M7 ADT, FY2014 – HY2024 (000's)**



### *Westlink M7 developments*

In connection with the NorthConnex project, the concession term for Westlink M7 was extended by 11.5 years to June 2048 and truck tolls increased from two times to three times the car tolls.

In December 2022, the NSW Government accepted a proposal to widen the Westlink M7 and deliver an interchange with the new M12 Motorway which will provide access to the Western Sydney Airport and surrounding Aerotropolis. The project will be funded through additional revenue from the traffic uplift on the enhanced asset, a 3.2 year concession extension to September 2051 (conditional on completion of construction works (expected in calendar year 2026)) and a direct Government contribution. Construction commenced in 2023 and is anticipated to take approximately three years.

### *WestConnex*

#### *WestConnex overview*

In September 2018, Transurban (50%), AustralianSuper (20.5%), CPP Investments (20.5%) and Tawreed (9%), as members of the STP JV, acquired a 51% stake in WestConnex from the NSW Government for A\$9.3 billion (including transaction costs). In October 2021, the STP JV (including new partner CDPQ) acquired the remaining 49% equity stake from the NSW Government for A\$11.1 billion<sup>19</sup>, taking the STP JV's total ownership interest to 100%. Our equity interest in the STP JV remains at 50%. Our proportional equity interest in WestConnex through our equity investment in the STP JV increased from 25.5% to 50%.

Completed in November 2023, WestConnex now comprises 20.5 miles (33 km) of new or improved motorways, linking Sydney's west and south-west with the CBD and the corridor to Sydney Airport and Port Botany.

WestConnex currently comprises the M4 West Motorway, the M4 Tunnels, the M5 East Motorway, the M8 Motorway, the M4-M8 Link Tunnels and the new Rozelle Interchange.

The M4 West Motorway and the M4 Tunnels, as completed in Stages 1A and 1B of the WestConnex project, together comprise the M4 Motorway, in which we own a 50.0% interest.

The existing M4 West Motorway was widened to four lanes in each direction from Parramatta to Homebush comprising 4.7 miles (7.5 km) of road (Stage 1A of the WestConnex project). Construction commenced in March 2015 prior to our acquisition of the WestConnex project. This stage was operational as at July 2017 and we acquired the asset and the right to the toll revenue from the M4 West Motorway in September 2018.

The M4 Tunnels comprise a new 4.0 mile (6.5 km) motorway section of three lanes in each direction, from Homebush Bay Drive, Homebush to Parramatta Rd and City West Link (Wattle St) at Haberfield. This includes

<sup>19</sup> Includes approximately A\$0.8 billion stamp duty payable in respect of the acquisition.



3.4 miles (5.5 km) of new twin tunnels and associated surface works. Construction commenced in March 2016 prior to our acquisition of the WestConnex project and was completed in July 2019.

The M5 East Motorway is a 6.2 mile (10 km) road that includes 4 km of tunnel that links the M5 South West Motorway with the Sydney Airport, Eastern Suburbs and Port Botany. The M5 East Motorway opened to traffic in December 2001 and was not initially subject to tolling. Tolling in both directions commenced on July 5, 2020 upon the opening of the M8 Motorway.

The M8 Motorway is a 6.8 mile (11 km) road that runs from Kingsgrove and the new St Peters Interchange, and is marked at two lanes in each direction with capacity to add a third lane when required. The M8 Motorway is the second major underground stage of the WestConnex motorway network and doubled the capacity of the M5 East Tunnels. The M8 Motorway opened to traffic on July 5, 2020.

The M4-M8 Link Tunnels comprise 4.7 mile (7.5 km) twin tunnels that link the M4 Tunnels at Haberfield to the M8 Motorway at St Peters Interchange. The M4-M8 Link Tunnels consist of a twin tunnel with segments of 2 lane, 4 lane and 5 lanes, and contain access points for the new Rozelle Interchange. The M4-M8 Link Tunnels became operational as at January 20, 2023 and the opening of the M4-M8 Link Tunnels also introduced multi-concession tolling, whereby customers can travel across more than one WestConnex concession in a single trip, but only receive a single WestConnex toll. Under multi-concession tolling, toll revenue is allocated to the relevant concessions according to the respective Concession Agreements. Multi-concession travel on WestConnex is also subject to a toll cap after approximately 9.9 miles (16 km) of continuous travel, meaning that customers can use more than 9.9 miles (16 km) of WestConnex motorways in one continuous trip and only pay for approximately 9.9 miles (16 km) of travel.

The Rozelle Interchange is a new interchange connecting the M4-M8 Link Tunnels to the surface and the Anzac Bridge, including provision for future connectivity to the proposed Western Harbour Tunnel. Transport for NSW was responsible for the funding and delivery of the new Rozelle Interchange which was operational as at November 26, 2023 and is also subject to the toll cap and multi-concession tolling arrangement.

WestConnex contributed A\$184 million of Proportional toll revenue and A\$130 million of Proportional EBITDA for HY2024 and A\$324 million of Proportional toll revenue and A\$239 million of Proportional EBITDA in FY2023.

#### *WestConnex Concession*

The WestConnex concessions are split across the three project stages (Stage 1 – M4 WestConnex Concession, Stage 2 – M5 WestConnex Concession, and Stage 3 – M4-M5 Link WestConnex Concession), with different concessionaries for each of these stages.

As at December 31, 2023, the WestConnex Concession Agreements all have a remaining term of 37.0 years, expiring in 2060. This does not presently include the concession for the M5 West Motorway, which will form part of the M5 WestConnex Concession from December 2026. See “—*Summary of Concession Agreements*” below for additional information on the Concession Agreements for the M4 WestConnex Concession, the M5 WestConnex Concession and M4-M5 Link WestConnex Concession.

We provide management services to the WestConnex Concessionaires.

For the WestConnex concession (excluding the M5 West Motorway until it forms part of the M5 WestConnex Concession in December 2026), tolls escalate by the greater of CPI or 4% per annum until 2040, and greater of CPI or 0% per annum post-2040 through to the end of the concessions in 2060.

### *WestConnex traffic volumes*

The M4 West Motorway and the M4 Tunnels together comprise the M4 Motorway. The widened M4 West Motorway was operational as at July 2017 and we acquired the asset and the right to the toll revenue from the M4 West Motorway in September 2018. The M4 Tunnels were operational as at July 13, 2019 and we commenced the collection of toll revenue from the M4 Tunnels from that date. On July 5, 2020, the M8 Motorway opened to traffic, and at the same time, tolling commenced on the existing M5 East tunnel. The M4-M8 Link Tunnels opened on January 20, 2023, connecting the M4 and the M8 tunnels and allowing a continuous journey between the M4 Motorway and the M5 Motorway. The final element of WestConnex, the Rozelle Interchange, opened on November 26, 2023, providing additional network connections.

In FY2019, the M4 West Motorway's ADT was 138,158. In FY2020, ADT increased 5.5% to 145,720 after the introduction of the M4 Tunnels in July 2019.

In FY2021, the WestConnex network expanded, incorporating the M8 Motorway and the M5 East Motorway in July 2020. This expansion led to a 71.1% increase in ADT to 249,360 for the operational segments of WestConnex.

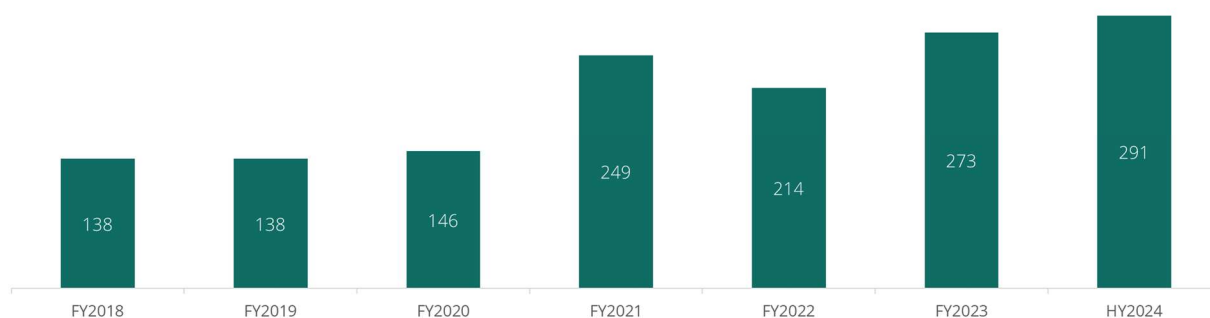
In FY2022, ADT for WestConnex decreased 14.0% to 214,370. This decrease resulted from the combined effects of the COVID-19 pandemic and heavy rainfall events.

In FY2023, the opening of the M4-M8 Link Tunnels resulted in a 27.4% increase in ADT to 273,160.

In HY2024, ADT increased to 291,030, an 8.4% increase compared to the corresponding period in HY2023, as a result of the opening of the Rozelle Interchange.

The following chart sets forth ADT for the WestConnex from FY2018 to HY2024:

**WestConnex ADT, FY2018 – HY2024 (000's)**



### *WestConnex developments*

At the time we acquired our interest in WestConnex, four projects were underway. We have successfully delivered Stage 1B, Stage 2 and Stage 3A, with the final Stage 3B being delivered by Transport for NSW in November 2023, as outlined below:

- WestConnex Stage 1B (completed July 2019) under the M4 WestConnex Concession, comprising the M4 Tunnels;
- WestConnex Stage 2 (completed July 2020) under the M5 WestConnex Concession, comprising the M5 East Motorway and the M8 Motorway;

- WestConnex Stage 3A (completed January 2023) under the M4-M5 Link WestConnex Concession, comprising the M4-M8 Link Tunnels; and
- WestConnex Stage 3B (completed November 2023) under the M4-M5 Link WestConnex Concession, comprising the new Rozelle Interchange, which was funded and delivered by Transport for NSW.

### ***Eastern Distributor***

#### *Eastern Distributor overview*

Eastern Distributor, in which we own a 75.1% interest, is a 4 mile (6 km) toll road that links the Sydney CBD, Harbour Tunnel and Harbour Bridge with Southern Cross Drive, which carries traffic to and from the southern suburbs. It forms part of the road connections between Sydney Airport (Australia’s largest domestic and international airport as measured by passenger movements for the year ended December 31, 2023), Port Botany (Sydney’s largest port in terms of container capacity), the Sydney CBD and areas north of the Sydney CBD. IFM Investors and UniSuper own the remaining 24.9% of the Eastern Distributor through funds and custodians. Eastern Distributor opened to traffic in December 1999 and we first acquired an ownership interest in it in April 2007. Tolls on the Eastern Distributor only apply to northbound traffic.

Eastern Distributor contributed A\$64 million of Proportional toll revenue and A\$50 million of Proportional EBITDA for HY2024 and A\$127 million of Proportional toll revenue and A\$98 million of Proportional EBITDA for FY2023.

#### *Eastern Distributor Concession*

The Eastern Distributor’s Concessionaires are Airport Motorway Pty Limited and Airport Motorway Trust (through its trustee, AMT Management Limited) (together, the “Eastern Distributor Concessionaires”). We have a 75.1% interest in the Eastern Distributor Concessionaires. We have appointed two of the three directors to the Airport Motorway Pty Limited Board and these directors can vote our 75.1% voting interest. As of December 31, 2023, the Eastern Distributor’s Concession Agreement had a remaining concession term of 24.5 years, expiring in July 2048.

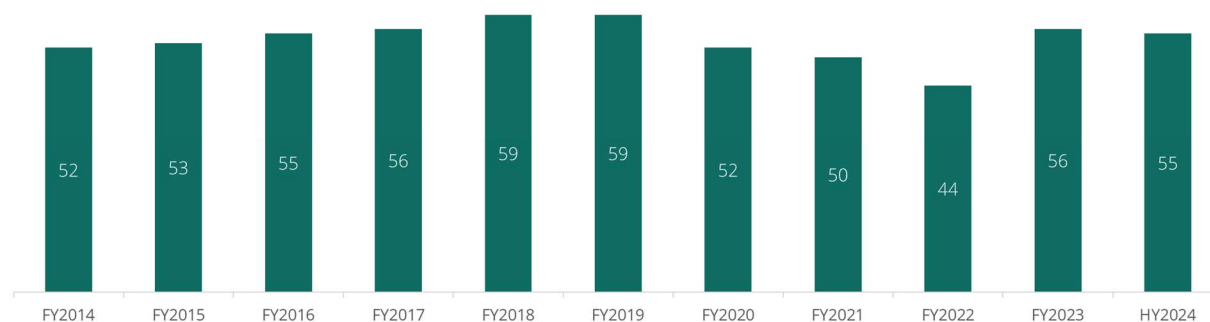
We provide management and tolling services to the Eastern Distributor Concessionaires. The Eastern Distributor Concession Agreement provides for the increase of tolls quarterly by the greater of a weighted sum of quarterly Average Weekly Earnings and the quarterly CPI or 1%. See “—*Summary of Concession Agreements*” below for additional information on the Eastern Distributor Concession Agreement.

#### *Eastern Distributor traffic volumes*

The Eastern Distributor opened to traffic in 1999 and we acquired it in April 2007. The Eastern Distributor’s traffic volumes grew since its opening. Since we acquired the asset, traffic has grown at a CAGR of 1.3% to FY2023. ADT for the Eastern Distributor increased 0.5% from 58,610 in FY2018 to 58,910 for FY2019 and decreased 25.3% from FY2019 to approximately 44,000 in FY2022, predominantly due to the impacts of the COVID-19 pandemic. CBD and airport exposed assets have been slower to recover following the lifting of COVID-19 restrictions. ADT in FY2023 increased to 55,810 as conditions normalised following the pandemic. Network changes due to the M4-M8 Link Tunnels opening in January 2023 led to traffic diverting from the Eastern Distributor. HY2024 traffic decreased 7.7% compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the Eastern Distributor from FY2014 to HY2024:

**Eastern Distributor ADT, FY2014 – HY2024 (000's)**



***Lane Cove Tunnel and Military Road E-Ramps (collectively Lane Cove Tunnel)***

*Lane Cove Tunnel overview*

Lane Cove Tunnel is a 2.4 mile (3.8 km) twin-tunnel toll road. It links the northwest of Sydney with the Sydney CBD. It runs between the end of our Hills M2 motorway and the Gore Hill and Warringah Freeways, which carry traffic into the Sydney CBD. The Lane Cove Tunnel Concession Agreement also covers the Military Road E-Ramps, two tolled ramps onto Military Road north of the Sydney CBD. The Lane Cove Tunnel opened to traffic in March 2007 and we acquired it in August 2010.

The Lane Cove Tunnel contributed A\$52 million of Proportional toll revenue and A\$30 million of Proportional EBITDA for HY2024 and A\$104 million of Proportional toll revenue and A\$66 million of Proportional EBITDA for FY2023.

*Lane Cove Tunnel Concession*

The Lane Cove Tunnel Concessionaires are LCT-MRE Pty Limited and LCT-MRE Trust (through its trustee, LCT-MRE Nominees Pty Limited) (together, the **LCT Concessionaires**). We wholly own the LCT Concessionaires. As of December 31, 2023, the Concession Agreement had a remaining concession term of 24.5 years, expiring in June 2048.

We provide management and tolling services to the LCT Concessionaires. The Lane Cove Tunnel Concession Agreement provides for the increase of tolls quarterly by the quarterly CPI. The toll cannot be lowered as a result of deflation; however, it cannot be increased until inflation counteracts the deflation. Truck tolls escalate at the greater of 1% and quarterly CPI. See “—*Summary of Concession Agreements*” below for additional information on the Lane Cove Tunnel Concession Agreement.

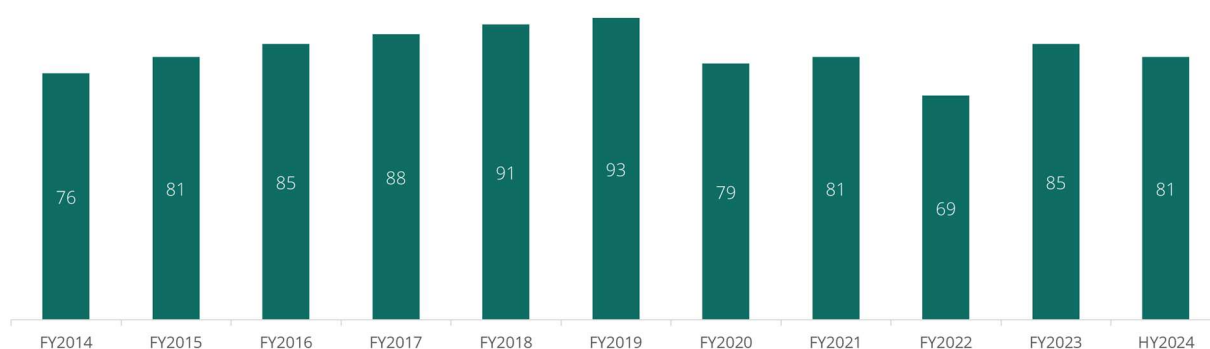
*Lane Cove Tunnel traffic volumes*

The Lane Cove Tunnel opened to traffic in March 2007 and we acquired it in August 2010. After the initial ramp-up and prior to the COVID-19 pandemic, traffic volumes grew steadily. After completion of the nearby Hills M2 upgrade project, traffic grew at a CAGR of 1.8% between FY2013 and FY2020. ADT on the Lane Cove Tunnel increased 2.2% from 91,180 in FY2018 to 93,170 in FY2019, and decreased 15.1% to 79,120 in FY2020. Traffic performance in FY2020 was impacted by the network effects of the opening of the Sydney Metro Rail and the M4 Tunnels as well as the impacts of the COVID-19 pandemic. ADT increased 2.8% to 81,310 in FY2021 due to reduced COVID-19 related mobility restrictions. ADT decreased 15% to approximately 69,000 in FY2022, as a result of increased COVID-19 related mobility restrictions and heavy rainfall events. CBD exposed assets have been slower to recover following the lifting of COVID-19 restrictions. ADT in FY2023 was 84,620, an approximately 22.9% increase, as conditions normalised following the

pandemic. Network changes due to the M4-M8 Link Tunnels opening in January 2023 led to some traffic diverting from the Lane Cove Tunnel. HY2024 ADT was 80,940, a 9.7% decrease compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for Lane Cove Tunnel from FY2014 to HY2024:

**Lane Cove Tunnel ADT, FY2014 – HY2024 (000's)**



#### *Lane Cove Tunnel developments*

In January 2015, in connection with the agreement to build NorthConnex, the LCT Concessionaires agreed to make concession and rental payments totalling A\$200 million to the NSW Government in return for:

- an extension to the Lane Cove Tunnel Concession Agreement of 11.5 years to June 2048;
- an increase in the truck toll multiplier on Lane Cove Tunnel to three times the toll for cars (previously twice the car toll); and
- quarterly escalation rate for Lane Cove Tunnel trucks moved to the greater of CPI or one percent per quarter from 2017.

#### *NorthConnex*

##### *NorthConnex overview*

In 2012, we approached the NSW Government under its unsolicited proposal regime to design, build, operate and finance the NorthConnex project in Sydney. NorthConnex was developed by the NWRG, which is 50% owned by us, 25% owned by QIC Limited and 25% owned by CPP Investments. The NWRG reached financial close on NorthConnex in January 2015 and entered into a Concession Agreement for the NorthConnex toll road that expires in 2048.

NorthConnex is a 5.6 mile (9 km) twin-tunnel toll road from the southern end of the M1 Pacific Motorway in Wahroonga to the Hills M2 Motorway at Pennant Hills Road, West Pennant Hills. NorthConnex opened to traffic on October 31, 2020.

NorthConnex contributed A\$43 million of Proportional toll revenue and A\$27 million of Proportional EBITDA for HY2024 and A\$81 million of Proportional toll revenue and A\$54 million of Proportional EBITDA for FY2023.

##### *NorthConnex Concession*

The NorthConnex Concessionaire is NorthConnex Company Pty Ltd. We own 50% of NorthConnex Company Pty Ltd through our interest in the NWRG. The NorthConnex Concession Agreement provides for the increase of tolls quarterly by the greater of the quarterly CPI or 1.0%. As of December 31, 2023, the NorthConnex

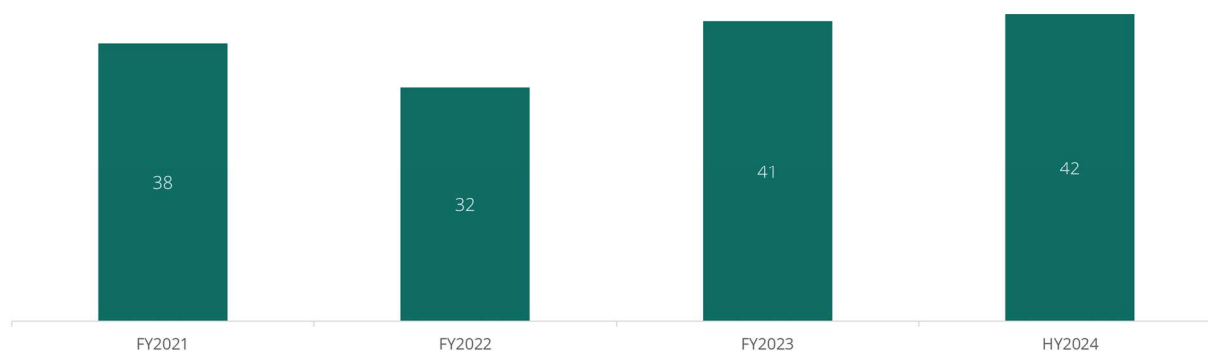
Concession Agreement had a remaining concession term of 24.5 years, expiring in June 2048. See “—*Summary of Concession Agreements*” for additional information on the NorthConnex Concession Agreement.

#### *NorthConnex traffic volumes*

NorthConnex opened to traffic on October 31, 2020. ADT decreased 15.9% from 37,700 in FY2021 to 31,690 for FY2022, predominantly due to the impacts of the COVID-19 pandemic and heavy rainfall events. Traffic has consistently recovered since the lifting of COVID-19 restrictions and FY2023 ADT was 41,320, an increase of 9.6% compared to FY2021. HY2024 ADT was 42,380, a 2.7% increase compared to HY2023.

The following chart sets forth ADT for NorthConnex from FY2021 to HY2024:

**NorthConnex ADT, FY2021 – HY2024 (000’s)**



#### ***Cross City Tunnel***

##### *Cross City Tunnel overview*

Cross City Tunnel is a 1.3 mile (2.1 km) twin-tunnel toll road running east-west under the Sydney CBD. In addition to the two core east-west tunnels, there is a tunnel connecting from the eastern suburbs of Sydney to Sir John Young Crescent and the Cahill Expressway, a tunnel connecting from the west to the Eastern Distributor, which is part of our Sydney Toll Roads, and entry to the Cross City Tunnel westbound from the Eastern Distributor. The Cross City Tunnel was opened to traffic in August 2005 and we acquired it in June 2014.

Cross City Tunnel contributed A\$39 million of Proportional toll revenue and A\$25 million of Proportional EBITDA for HY2024 and A\$77 million of Proportional toll revenue and A\$51 million of Proportional EBITDA for FY2023.

##### *Cross City Tunnel Concession*

The Cross City Tunnel Concessionaires are Transurban CCT Pty Ltd and Transurban CCT Trust (through its trustee Transurban Nominees No. 2 Pty Ltd) (together, the **Cross City Tunnel Concessionaires**). We wholly own the Cross City Tunnel Concessionaires. As of December 31, 2023, the Cross City Tunnel Concession Agreement had a remaining concession term of 12.0 years, expiring in December 2035.

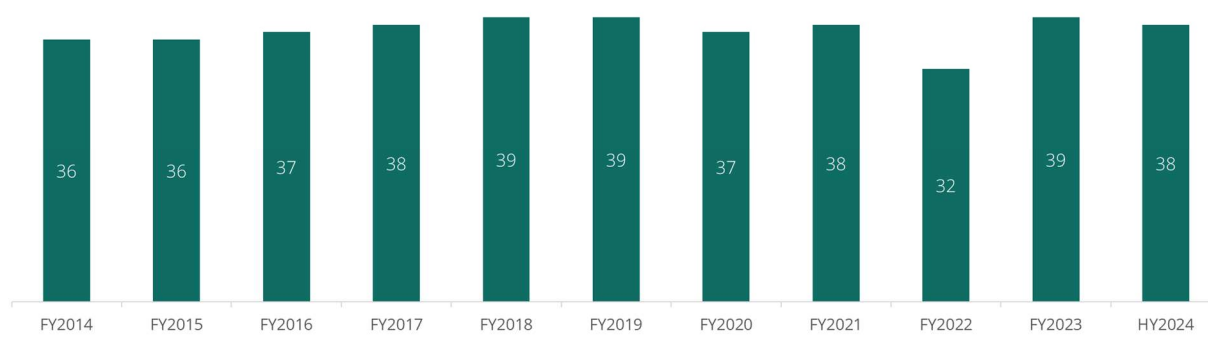
We provide management and tolling services to the Cross City Tunnel Concessionaires. The Cross City Tunnel Concession Agreement provides for the increase of tolls quarterly by the quarterly CPI. The toll cannot be lowered as a result of deflation; however, until inflation counteracts the deflation, the toll cannot be increased. See “—*Summary of Concession Agreements*” below for additional information on the Cross City Tunnel Concession Agreement.

### *Cross City Tunnel traffic volumes*

The Cross City Tunnel opened to traffic in August 2005 and we acquired it in June 2014. Cross City Tunnel traffic was largely constant between our acquisition and the onset of the COVID-19 pandemic. ADT increased 1.0% from 38,700 in FY2018 to 39,090 in FY2019, and decreased 6.0% to 36,740 in FY2020. ADT increased 2.7% to 37,730 in FY2021 due to reduced COVID-19 related mobility restrictions. Traffic performance in FY2022 was negatively impacted by increased COVID-19 related mobility restrictions and heavy rainfall events. CBD exposed assets have been slower to recover following the pandemic, however ADT increased to 38,700 in FY2023, a 1.0% decrease compared to FY2019 (pre-COVID) levels. The opening of the M4-M8 Link Tunnels in January 2023 resulted in broader travel adjustments that saw traffic divert from the Cross City Tunnel to the M4-M8 Link Tunnels. In HY2024, ADT was 38,000, a 8.0% decrease compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the Cross City Tunnel from FY2014 to HY2024<sup>(1)</sup>:

**Cross City Tunnel ADT, FY2014 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

### ***Sydney Toll Road developments***

#### *M7-M12 Integration project*

In December 2022, the NSW Government accepted a proposal from the Westlink M7 Concessionaires to widen the Westlink M7 and deliver an interchange with the new M12 Motorway which will provide access to the Western Sydney Airport and surrounding Aerotropolis. The project will be funded through additional revenue from the traffic uplift on the enhanced asset, a 3.2 year concession extension to September 2051 (conditional on completion of construction works (expected in calendar year 2026)) and a direct NSW State Government contribution.

The project will provide around 26 kilometres of additional lanes in both directions and is expected to reduce travel times, while helping to relieve existing congestion in Western Sydney, one of Australia's fastest growing regions. Construction commenced in 2023 and is anticipated to take approximately three years.

#### ***Sydney Toll Road development opportunities***

##### *M5 West Motorway upgrade*

We are also monitoring other asset enhancement opportunities including an M5 West Motorway upgrade (westbound from Moorebank Avenue to the Hume Highway). A review of environmental factors by the NSW Government closed at the end of September 2022 and design work is underway.

### *Brisbane Toll Roads*

We acquired Queensland Motorways Group in July 2014 for A\$6.4 billion (plus stamp duty and transaction costs of A\$416 million). On January 30, 2015, Queensland Motorways Group changed its name to Transurban Queensland.

We own a 62.5% interest in Transurban Queensland, AustralianSuper owns a 25% interest and Tawreed, a wholly owned subsidiary of the Abu Dhabi Investment Authority, owns a 12.5% interest.

Transurban Queensland wholly owns the interest in the concessions to operate six toll road assets in Brisbane: the Gateway and Logan Motorways, Clem7, Go Between Bridge, Legacy Way and AirportlinkM7. These assets are situated in a strategic position within the main Brisbane and south east Queensland commuting and freight corridors. Transurban Queensland also provides operations and routine maintenance services on the government-owned Inner City Bypass following the completion of a development project that Transurban Queensland delivered under an agreement with the Brisbane City Council, and provides end-to-end tolling services for the Toowoomba Bypass (a government constructed and owned toll road). The Transurban Queensland Board comprises shareholder representatives and includes an independent chairman. We are responsible for all aspects of management and operations of Transurban Queensland. We operate and maintain all of the toll road assets that form Transurban Queensland. The tolling retailer in Queensland is our retail tolling brand Linkt.

The table below sets out certain key operating and financial metrics for our Brisbane Toll Roads<sup>(1)</sup>:

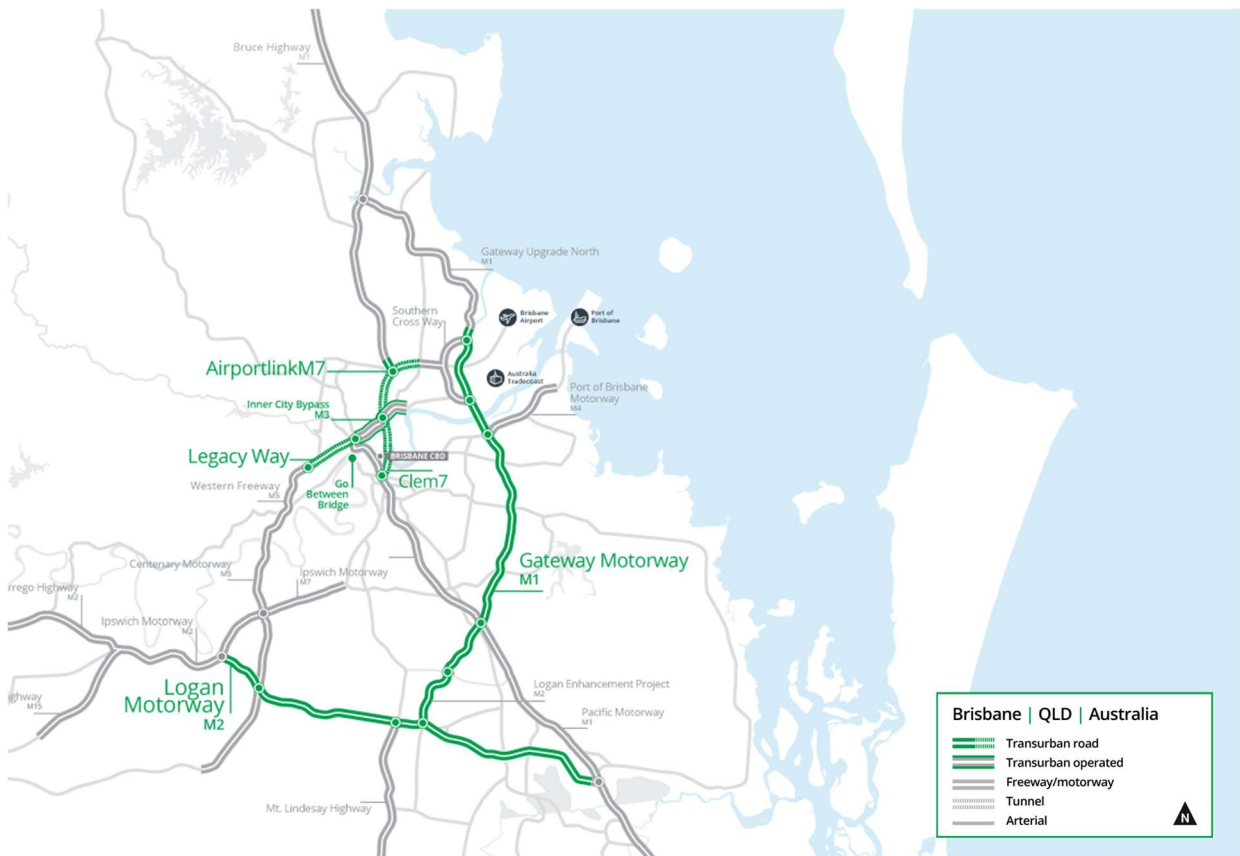
<b>Historical</b>	<b>HY2024</b>	<b>HY2023</b>	<b>FY2023</b>	<b>FY2022</b>	<b>FY2021</b>	<b>CAGR (%)</b>
Traffic (ADT) <sup>(2)</sup> (000's).....	468	456	458	418	407	6.0
Proportional toll revenue (A\$ millions) .....	288	260	520	451	425	n/a
Proportional EBITDA (A\$ millions).....	212	190	380	320	314	n/a
Proportional EBITDA margin (%).....	73.5	72.9	73.0	71.0	73.9	n/a

(1) Proportional toll revenue, Proportional EBITDA and Proportional EBITDA margin are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

(2) Average Daily Trips. See “*Certain Definitions*” for definition.



The map below illustrates the location of our Brisbane Toll Roads:



## ***Gateway Motorway***

### *Gateway Motorway overview*

The Gateway Motorway, a 14.4 mile (23.1 km) toll road, serves as a critical north-south link in south east Queensland. The Gateway Bridge is the primary river crossing road to access Brisbane Airport, Port of Brisbane and the area known as the Australia TradeCoast, the largest employment zone in Queensland after the Brisbane CBD and a growing trade and industrial region in Australia. It is the only road crossing of the Brisbane River east of the Brisbane CBD.

The first bridge of the Gateway Motorway (formerly known as the Gateway Bridge) was constructed in 1986 as an additional crossing for the Brisbane River. The duplicate bridge was constructed as part of the A\$2.12 billion Gateway Upgrade project, completed in 2011. Transurban Queensland operates the Gateway Motorway from the Southern Cross Way interchange in the north to the Logan Motorway in the south.

The Gateway Motorway connects with Pacific Motorway, Port of Brisbane Motorway, Bruce Highway, East-West Arterial Road, Airport Drive, Southern Cross Way and Logan Motorway.

Gateway Motorway contributed A\$97 million of Proportional toll revenue and A\$78 million of Proportional EBITDA for HY2024 and A\$175 million of Proportional toll revenue and A\$140 million of Proportional EBITDA for FY2023.

### *Gateway Motorway Concession*

The Gateway Motorway is subject to a Concession Agreement between Queensland Motorways Pty Limited, Gateway Motorway Pty Limited, Logan Motorways Pty Limited (together, the **Queensland Franchisees**) and the State of Queensland (the **Gateway/Logan Concession Agreement**). The Queensland Franchisees are

wholly owned by Transurban Queensland. The Gateway/Logan Concession Agreement provides for annual increase of tolls by Brisbane CPI. As of December 31, 2023, the Gateway/Logan Concession Agreement had a remaining contract term of 28.0 years, expiring in December 2051. See “—*Summary of Concession Agreements*” below for additional information on the Gateway/Logan Concession Agreement.

#### *Gateway Motorway traffic volumes*

The Gateway Motorway opened to traffic in December 1986 and we acquired it in July 2014. Traffic volumes have mostly increased since the road opened. ADT on the Gateway Motorway increased 0.7% from 116,400 in FY2018 to 117,210 in FY2019, and decreased 5.8% to 110,390 in FY2020, due to the impacts of the COVID-19 pandemic. Traffic has recovered since, as COVID-19 related mobility restrictions eased. ADT increased to 110,967 in FY2021, 113,793 in FY2022 and 125,402 in FY2023. HY2024 ADT was 128,875, a 4.9% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the Gateway Motorway from FY2014 to HY2024<sup>(1)</sup>:

**Gateway Motorway ADT, FY2014 – HY2024 (000’s)**



(1) This includes data that predates our ownership of the asset.

### ***Logan Motorway***

#### *Logan Motorway overview*

The Logan Motorway, a 24.5 mile (39.5 km) toll road, is an east-west link across the southern suburbs of Brisbane, supporting the commercial and industrial areas and outer regions of Ipswich City and Logan City, and providing access to the Gold Coast. The Logan Motorway, which was completed in 1988, connects with the Pacific Motorway, the Gateway Motorway, the Centenary Highway and the Ipswich Motorway.

Logan Motorway contributed A\$95 million of Proportional toll revenue and A\$73 million of Proportional EBITDA for HY2024 and A\$170 million of Proportional toll revenue and A\$130 million of Proportional EBITDA for FY2023.

#### *Logan Motorway Concession*

The Logan Motorway is subject to the Gateway/Logan Concession Agreement. The Gateway/Logan Concession Agreement provides for annual increase of tolls by Brisbane CPI. As of December 31, 2023, the Gateway/Logan Concession Agreement had a remaining contract term of 28.0 years, expiring in December 2051. See “—*Summary of Concession Agreements*” below for additional information on the Gateway/Logan Concession Agreement.

### *Logan Motorway traffic volumes*

The Logan Motorway opened to traffic in December 1988 and we acquired it in July 2014. ADT on the Logan Motorway decreased 2.0% from 167,759 in FY2018 to 164,344 for FY2019, and increased 0.4% to 164,991 in FY2020. Traffic performance was adversely impacted by works on the Logan Enhancement project which commenced in 2017, and construction completion was achieved in August 2019. ADT increased 0.4% in FY2020 primarily due to the completion of the Logan enhancement project in Brisbane, partially offset by the impact of COVID-19. Traffic increased as COVID-19 related mobility restrictions eased and the benefit from the Logan enhancement project was realised. ADT increased to 186,877 in FY2021, 191,518 in FY2022 and 203,429 in FY2023. HY2024 ADT was 207,543, an 18.8% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the Logan Motorway from FY2014 to HY2024<sup>(1)</sup>:

**Logan Motorway ADT, FY2014 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

### ***AirportlinkM7***

#### *AirportlinkM7 overview*

AirportlinkM7 is a 4.2 mile (6.7 km) multi-lane toll road in Brisbane. Primarily a tunnel, AirportlinkM7 connects to our Clem7 and Legacy Way toll roads (via the Inner City Bypass) and provides access to the Brisbane Airport, the Australia TradeCoast precinct and the northern suburbs of Brisbane.

In November 2015, Transurban Queensland reached an agreement to acquire AirportlinkM7 for A\$1.87 billion, plus stamp duty of A\$108 million and transaction and integration costs of A\$23 million. We subsequently acquired AirportlinkM7 on April 1, 2016. To fund our equity contribution to Transurban Queensland's acquisition of AirportlinkM7, we undertook a A\$1.025 billion entitlement offer. The acquisition was also funded by a A\$950 million non-recourse bank debt facility at AirportlinkM7, subsequently consolidated at the Transurban Queensland level.

AirportlinkM7 contributed A\$48 million of Proportional toll revenue and A\$32 million of Proportional EBITDA for HY2024 and A\$88 million of Proportional toll revenue and A\$61 million of Proportional EBITDA for FY2023.

#### *AirportlinkM7 Concession*

The AirportlinkM7 Concession Agreement is between APL Co Pty Limited and TQ APL Asset Trust (through its trustee, TQ APL Asset Co Pty Limited) (together, the **AirportlinkM7 Concessionaires**) and the State of Queensland. The AirportlinkM7 Concessionaires are wholly owned by Transurban Queensland.

AirportlinkM7 tolls are escalated annually by Brisbane CPI. As of December 31, 2023, the AirportlinkM7 Concession Agreement had a remaining contract term of 29.6 years, expiring in July 2053. See “—*Summary of Concession Agreements*” for additional information on the AirportlinkM7 Concession Agreement.

#### *AirportlinkM7 traffic volumes*

AirportlinkM7 opened to traffic in July 2012. As a result of the toll free period and toll discounting in FY2013, ADT on AirportlinkM7 declined by 11.2% in FY2014. ADT on AirportlinkM7 increased 3.6% from 60,635 in FY2018 to 62,813 for FY2019 and decreased 12.9% to 54,721 in FY2020, due to the impacts of the COVID-19 pandemic. Domestic and international travel restrictions due to COVID-19 continued to impact ADT on AirportlinkM7 in FY2021 and FY2022. However, traffic increased as COVID-19 related travel restrictions eased. In FY2023, ADT increased to 62,983. In HY2024, ADT was 64,932, a 1.2% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for AirportlinkM7 from FY2014 to HY2024<sup>(1)</sup>:

**AirportlinkM7 ADT, FY2014 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

## ***Clem7***

### *Clem7 overview*

Clem7 is a 4.2 mile (6.8 km) toll road and city bypass linking arterial roads north and south of the Brisbane CBD, passing under the Brisbane River and connecting directly into AirportlinkM7 Motorway. Construction of the tollway commenced in September 2006 and was completed in March 2010.

Clem7 links the following Brisbane roads: the Pacific Motorway, Ipswich Road, Lutwyche Road, the Inner City Bypass, AirportlinkM7 and Shafston Avenue.

Clem7 contributed A\$24 million of Proportional toll revenue and A\$15 million of Proportional EBITDA for HY2024 and A\$42 million of Proportional toll revenue and A\$24 million of Proportional EBITDA for FY2023.

### *Clem7 Concession*

Clem7 is subject to a Concession Agreement between Project T Partnership, comprising Project T Partner Co 1 Pty Limited and Project T Partner Co 2 Pty Limited (the **Project T Partners**) and the Brisbane City Council. The Project T Partners are wholly owned by Transurban Queensland. Clem7 tolls are escalated annually by Brisbane CPI. As of December 31, 2023, the Clem7 concession had a remaining contract term of 27.7 years,

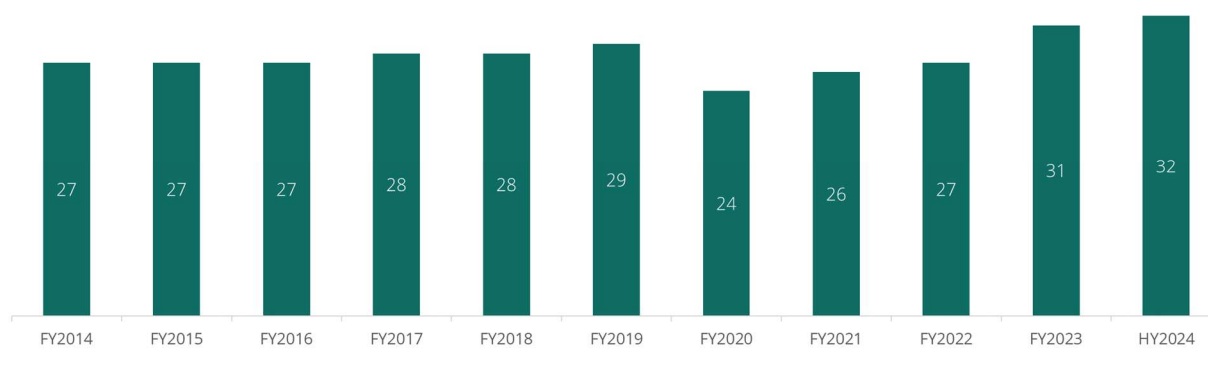
expiring in August 2051. See “—*Summary of Concession Agreements*” below for additional information on the Clem7 Concession Agreement.

#### *Clem7 traffic volumes*

Clem7 opened to traffic in March 2010 and we acquired it in July 2014. Traffic remained broadly steady since the road opened. ADT on Clem7 increased 0.8% from 28,286 in FY2018 to 28,508 in FY2019, and decreased 14.6% to 24,351 in FY2020, due to the impacts of the COVID-19 pandemic. Traffic consistently increased as COVID-19 related mobility restrictions eased, and ADT increased to 25,920 in FY2021, 27,425 in FY2022 and 30,684 in FY2023. HY2024 ADT was 31,533, a 12.0% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for Clem7 from FY2014 to HY2024<sup>(1)</sup>:

**Clem7 ADT, FY2014 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

## ***Legacy Way***

### *Legacy Way overview*

Legacy Way comprises twin two-lane tunnels and surface road over 3.5 miles (5.7 km). It connects the Western Freeway at Toowong with the Inner City Bypass at Kelvin Grove and also provides a connection from Ipswich and the Western suburbs to Brisbane Airport, Royal Brisbane Hospital and the Royal National Agricultural Showgrounds, the Pacific Motorway (via the Clem7) and the northern arterials of Gympie Road and Sandgate Road.

Legacy Way contributed A\$20 million of Proportional toll revenue and A\$10 million of Proportional EBITDA for HY2024 and A\$37 million of Proportional toll revenue and A\$19 million of Proportional EBITDA for FY2023.

### *Legacy Way Concession*

The Legacy Way Concession Agreement is between LW Operations Pty Limited and the Brisbane City Council. LW Operations Pty Limited is wholly owned by Transurban Queensland. Legacy Way. Legacy Way tolls are escalated annually by Brisbane CPI. As of December 31, 2023, the Legacy Way concession had a remaining contract term of 41.5 years, expiring in June 2065. See “—*Summary of Concession Agreements*” below for additional information on the Legacy Way Concession Agreement.

### *Legacy Way traffic volumes*

Legacy Way opened to traffic in June 2015. Traffic volumes grew between the road’s opening and the onset of the COVID-19 pandemic. ADT on Legacy Way increased 7.6% from 19,169 in FY2018 to 20,632 for FY2019, and decreased 6.9% to 19,199 in FY2020, due to the impacts of the COVID-19 pandemic. Traffic consistently increased as COVID-19 related mobility restrictions eased, with ADT increasing to 20,730 in FY2021, 21,493 in FY2022 and 24,559 in FY2023. HY2024 ADT was 24,988, a 14.9% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for Legacy Way from FY2016 to HY2024<sup>(1)</sup>:

**Legacy Way ADT, FY2016 – HY2024 (000’s)**



(1) This includes data that predates our ownership of the asset.

### ***Go Between Bridge***

#### *Go Between Bridge overview*

Go Between Bridge is a 0.2 mile (0.3 km) cross-river link providing access to the expanding residential and commercial precincts at West End and South Brisbane and to the Inner City Bypass. It connects Merivale and Cordelia Streets in West End to Hale Street and the Inner City Bypass and provides a link between Brisbane’s northern, western and southern suburbs, as well as access to South Bank and the Cultural Precinct, West End, Suncorp Stadium, Caxton Street and Paddington and Park Road, Milton.

Go Between Bridge contributed A\$4 million of Proportional toll revenue and A\$4 million of Proportional EBITDA for HY2024 and A\$8 million of Proportional toll revenue and A\$6 million of Proportional EBITDA for FY2023.

#### *Go Between Bridge Concession*

Go Between Bridge Concession Agreement is between GBB Operations Pty Limited and the Brisbane City Council. GBB Operations Pty Limited is wholly owned by Transurban Queensland. Go Between Bridge tolls are escalated annually by Brisbane CPI. As of December 31, 2023, the Go Between Bridge Concession Agreement had a remaining contract term of 40.0 years, expiring in December 2063. See “—*Summary of Concession Agreements*” below for additional information on the Go Between Bridge Concession Agreement.

#### *Go Between Bridge traffic volumes*

Go Between Bridge opened to traffic in July 2010 and Transurban acquired it in July 2014. Traffic volumes grew between opening and FY2015, but declined through FY2020 due to increased congestion on surrounding roads. ADT on Go Between Bridge decreased 1.0% from 11,136 in FY2018 to 11,027 for FY2019 and further

decreased 15.6% to 9,310 in FY2020, due to the impacts of the COVID-19 pandemic. Traffic on Go Between Bridge has been slower to recover as COVID-19 related mobility restrictions eased, with ADT increasing to 9,654 in FY2021, 9,701 in FY2022 and 10,139 in FY2023. HY2024 ADT was 9,999 a 7.2% decrease compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for Go Between Bridge from FY2014 to HY2024<sup>(1)</sup>:

**Go Between Bridge ADT, FY2014 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

### ***Brisbane Toll Road developments***

#### ***Gateway Upgrade North project***

Transurban Queensland commenced management of a major upgrade to the northern end of the Gateway Motorway (which is not being tolled) on behalf of the Queensland Department of Transport and Main Roads in January 2016. The project was funded by the Federal and Queensland Governments. The project was completed in March 2019, and was the first major road project in Queensland to be awarded an ‘As Built IS Excellent Rating’ by the Infrastructure Sustainability Council of Australia.

#### ***Logan Enhancement project***

We commenced a A\$512 million project to deliver upgrades on the Logan Motorway and Gateway Motorway in June 2017. This project involved upgrading parts of the Logan and Gateway motorways, including improving key congestion hot spots and constructing new south-facing ramps on the Gateway Motorway at Compton Road. The project completed in August 2019.

#### ***Inner City Bypass upgrade project***

In April 2017, we entered into a A\$60 million agreement to finance and project manage the delivery of the design and construction phases of a road upgrade to the Inner City Bypass and provided operational support, including routine maintenance and incident response services, throughout the corridor to improve traffic flows. The project involved widening the Inner City Bypass to four lanes in each direction between Legacy Way and the RNA tunnel, along with the inclusion of a new westbound on-ramp from Bowen Bridge Road and the Inner Northern Busway onto the Inner City Bypass to increase capacity and allow for future growth along this corridor. The project was completed in August 2018.

### *Toowoomba Bypass (formerly Toowoomba Second Range Crossing)*

In October 2017, Transurban Queensland was selected to supply a roadside system and provide tolling services for Toowoomba Bypass (formerly Toowoomba Second Range Crossing), a government constructed and owned toll road. Toowoomba Bypass is a single gantry toll road to divert heavy vehicles from Toowoomba and it opened to traffic on September 8, 2019. Transurban Queensland is responsible for establishing the tolling capability and will provide end-to-end tolling services for an initial period of five years, with the option to extend for another five years.

### *Brisbane Toll Road development opportunities*

We are monitoring various opportunities in Brisbane including potential Logan Motorway and Gateway Motorway widening projects, as well as broader road development opportunities including in relation to the 2032 Olympic and Paralympic Games in Brisbane<sup>20</sup>.

### **North American assets**

Through our interest in Transurban Chesapeake we own a 50% interest in concessions for three toll road assets in the Greater Washington Area in the United States: the 495 Express Lanes, the 95 Express Lanes and the 395 Express Lanes (which are included in the concession for the 95 Express Lanes), and we own a 50% interest in the concession for a toll road asset in Montreal, Canada: the A25.

### ***Greater Washington Area Toll Roads***

The table below sets out certain key operating and financial measures for our Greater Washington Area Toll Roads:<sup>(1)</sup>

<b>Historical</b>	<b>HY2024</b>	<b>HY2023</b>	<b>FY2023</b>	<b>FY2022</b>	<b>FY2021</b>	<b>CAGR (%)</b>
Traffic (ADT) <sup>(2)</sup> (000's).....	102	95	97	86	66	21.8%
Proportional toll revenue (A\$ millions) .....	100	76	169	114	101	n/a
Proportional EBITDA (A\$ millions).....	60	42	93	54	16	n/a
Proportional EBITDA margin (%).....	60.9	55.3	55.0	47.4	15.8	n/a

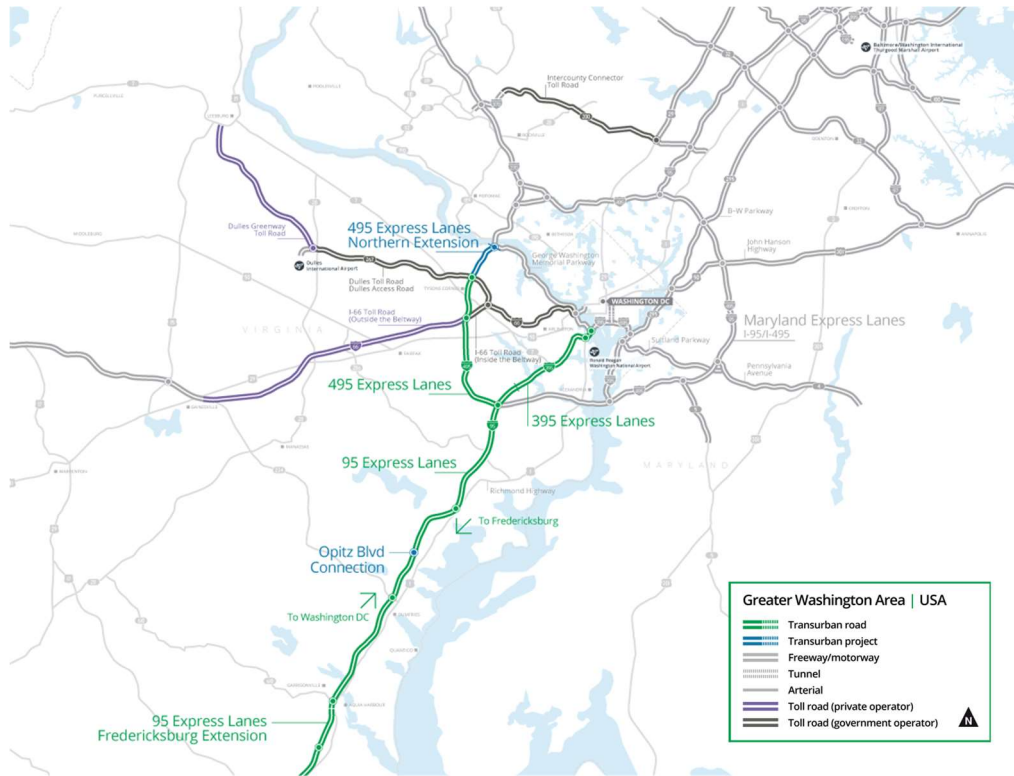
(1) Proportional toll revenue, Proportional EBITDA and Proportional EBITDA margin are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

(2) Average Daily Trips. See “*Certain Definitions*” for definition.

The map below illustrates the location of our Greater Washington Area Toll Roads:

<sup>20</sup> We are not a sponsor of the Olympic/Paralympic Games, any Olympic/Paralympic Committees or any national Olympic/Paralympic teams.





## 495 Express Lanes

### 495 Express Lanes overview

The 495 Express Lanes comprise 13.7 miles (22 km) of electronically tolled HOT lanes adjacent to a section of I-495, the major route circling Washington, D.C. Vehicles travelling on this section of I-495 have the choice of travelling toll-free in the general purpose lanes or in the parallel variable rate tolled lanes. The 495 Express Lanes opened in November 2012.

The 495 Express Lanes contributed A\$34 million of Proportional toll revenue and A\$21 million of Proportional EBITDA for HY2024 and A\$51 million of Proportional toll revenue and A\$25 million of Proportional EBITDA for FY2023.

### 495 Express Lanes Concession

The 495 Express Lanes Concession Agreement is between Capital Beltway Express LLC (the **495 Express Lanes Concessionaire**) and VDOT. The 495 Express Lanes Concessionaire has no contractual limits in setting maximum toll prices but may instead adjust toll prices to manage the flow of traffic to ensure minimum travel speeds are achieved as set out in the 495 Express Lanes Concession Agreement. Toll prices are generally updated every 10 minutes. The 495 Express Lanes Concession Agreements provide for free access to the Express Lanes for high occupancy vehicles fitted with a specialised transponder, public transport vehicles and other excluded vehicles. As of December 12, 2022, vehicles seven feet and taller driving in the 495 Express Lanes must pay three times the standard rate.

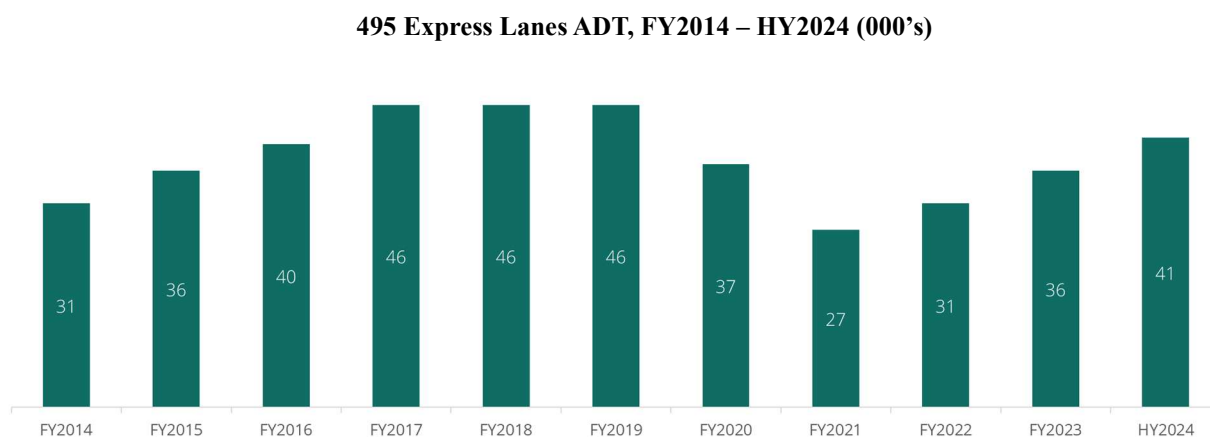
We provide management and operational services to the 495 Express Lanes Concessionaire. As of December 31, 2023, the 495 Express Lanes Concession Agreement had a remaining contract term of 64.0 years, expiring in December 2087. See “—*Summary of Concession Agreements*” below for additional information on the 495 Express Lanes Concession Agreement.

The average dynamic toll price was U.S.\$7.11 for the six months ended December 31, 2023.

### 495 Express Lanes traffic volumes

From December 2014, traffic on the 495 Express Lanes grew strongly until the onset of the COVID-19 pandemic. ADT increased 0.4% from 45,774 in FY2018 to 45,911 in FY2019 and decreased 19.6% to 36,918 in FY2020, predominantly due to the impacts of the COVID-19 pandemic. FY2023 ADT has decreased 21.9% compared to FY2019 (pre-COVID) levels, primarily due to the workforce within surrounding businesses being slow to return to the office. HY2024 ADT was 41,311, a 12.7% decrease compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the 495 Express Lanes from FY2014 to HY2024:



### 495 Express Lanes developments

In FY2022 we reached an agreement with VDOT to extend the 495 Express Lanes from its current northern terminus to the George Washington Memorial Parkway near the Maryland border at the Potomac River crossing (approximately 2.5 miles (4 km)). A ground-breaking ceremony in March 2022 marked the official start of construction on the 495 Northern Extension project – known as Project NEXT. The project is approximately 36% complete as at December 31, 2023 and is expected to open to traffic in 2025.

### 95 Express Lanes and 395 Express Lanes

#### 95 Express Lanes and 395 Express Lanes overview

The 95 Express Lanes comprise 49 miles (78.9 km) of electronically tolled HOT lanes that operate adjacent to I-95 and I-395 in the Greater Washington Area, after including the 8 miles (13.2 km) added by the 395 Express Lanes project completed in November 2019 and the 10 miles (16.1 km) added by the Fredericksburg Extension project which opened to traffic in 2023. The 95 Express Lanes and 395 Express Lanes intersect with and connect to I-495 and are a major thoroughfare into Washington, D.C. The 95 Express Lanes vary from two to three lanes. The 95 Express Lanes opened in December 2014. Depending on the direction of traffic flow on the 95 Express Lanes, vehicles travelling on this section of I-95 have the choice of travelling toll-free in the general purpose lanes or in the parallel variable rate tolled lanes. Beginning on December 12, 2022, vehicles seven feet and taller driving in the 95 and 395 Express Lanes must pay three times the standard rate.

The 95 Express Lanes contributed A\$66 million of Proportional toll revenue and A\$39 million of Proportional EBITDA for HY2024 and A\$118 million of Proportional toll revenue and A\$68 million of Proportional EBITDA for FY2023.

#### 95 Express Lanes and 395 Express Lanes Concession

The 95 Express Lanes Concession Agreement is between 95 Express Lanes LLC (the **95 Express Lanes Concessionaire**) and VDOT. The 95 Express Lanes Concessionaire has no contractual limits in setting toll

prices but may instead adjust tolls to ensure traffic on the tolled lanes meets the minimum travel speeds as set out in the 95 Express Lanes Concession Agreement. Toll prices are generally updated every 10 minutes. The 95 Express Lanes Concession Agreement provides for free access to the Express Lanes for high occupancy vehicles fitted with an E-ZPass Flex transponder, law enforcement vehicles and other excluded vehicles. As of December 31, 2023, the 95 Express Lanes Concession Agreement had a remaining contract term of 64.0 years, expiring in December 2087.

We provide management and operational services to the 95 Express Lanes Concessionaire. Toll system delivery and operations for the 95 and 395 Express Lanes are managed by us and co-located with the 495 Express Lanes. The 95 Express Lanes utilise technology developed for the 495 Express Lanes. See “—*Summary of Concession Agreements*” below for additional information on the 95 Express Lanes Concession Agreement.

The average dynamic toll price was U.S.\$10.84 for the six months ended December 31, 2023.

*95 Express Lanes and 395 Express Lanes traffic volumes*

From the opening of the 95 Express Lanes in December 2014 until the onset of the COVID-19 pandemic, traffic exceeded original traffic projections. ADT increased 0.7% from 50,084 in FY2018 to 50,434 in FY2019, decreased 8.5% to 46,131 in FY2020, and decreased 15.3% to 39,096 in FY2021, predominantly due to the impacts of the COVID-19 pandemic. Traffic has recovered to pre-pandemic levels. In FY2023, ADT was 61,475, a 21.9% increase compared to FY2019 (pre-COVID) levels, primarily driven by additional trips from the 395 Express Lanes, as well as higher discretionary and interstate travel. HY2024 ADT was 61,101, a 11.3% increase compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the 95 Express Lanes from FY2015 to HY2024:

**95 Express Lanes ADT, FY2015 – HY2024 (000’s)**



*95 Express Lanes and 395 Express Lanes developments*

*Fredericksburg Extension*

In January 2018, we announced that VDOT had accepted our offer to extend the I-95 Express Lanes south to the vicinity of Route 17 near Fredericksburg, Virginia under the existing 95 Express Lanes Concession Agreement. The design-build procurement process concluded in October 2018. The related design-build contract, along with an amendment to the Concession Agreement, were executed in April 2019, followed by financial close for the project in July 2019. The U.S.\$642 million project officially opened to traffic on August 17, 2023. It extends the existing reversible 95 Express Lanes south by 10 miles (16.1 km) in the I-95 median, creating the longest reversible road in the U.S. As at December 31, 2023, there have been over 1.3 million trips undertaken on the extension since opening.

### *395 Express Lanes*

In June 2017, we amended and restated the existing Concession Agreement to allow for the design, development, construction, finance, and operation of the 395 Express Lanes project. The U.S.\$475 million 395 Express Lanes project constituted an approximate 8 mile (12.9 km) extension to the 95 Express Lanes north to the border of Washington, D.C. The project increased capacity by converting two high-occupancy vehicle lanes to three high-occupancy toll lanes. Construction was completed with the new road opening to traffic and tolling commencing in November 2019.

### *95 Express Lanes Southern Extension*

In November 2015, we announced an agreement with VDOT to extend the 95 Express Lanes by approximately 2.2 miles (3.5 km) south of the existing southern terminus. VDOT assumed all delivery and cost risk. We agreed to contribute a fixed amount of U.S.\$25 million to the project. Construction was completed in October 2017.

### *95 Express Lanes and 395 Express Lanes enhancements*

New and enhanced ramps to the 95 and 395 Express Lanes will give customers better access to the growing economic hubs along the Express Lanes corridor, offering improved travel choice and more reliable travel times.

The Commonwealth of Virginia has approved the conversion of ramps at Seminary Road (395) and Opitz Boulevard (95), which will improve access to the 62.8 km Express Lanes corridor.

The Seminary Road ramp project involved converting an existing high occupancy vehicle (**HOV**) lane ramp onto the 395 Express Lanes into an express lane ramp. The conversion was completed in September 2022. The Opitz Boulevard ramp project will construct a new reversible ramp between the 95 Express Lanes and an expanded Opitz Boulevard bridge, servicing one of the fastest growing counties in Virginia. Construction of this U.S.\$70 million project commenced in August 2022. Relocation of the slip ramp access to the 95 Express Lanes was completed in December 2023 and the Opitz Boulevard project is expected to fully open in 2024.

In November 2023, we signed development framework agreements with VDOT to explore the development and construction of additional off-peak lane capacity on the 95 Express Lanes. The existing 95 Express Lanes are reversible and operate only in the direction of peak travel. This project will investigate the feasibility of increasing capacity to a portion of the 95 Express Lanes, allowing counterflow express lanes in the off-peak direction.

### ***Montreal Toll Road***

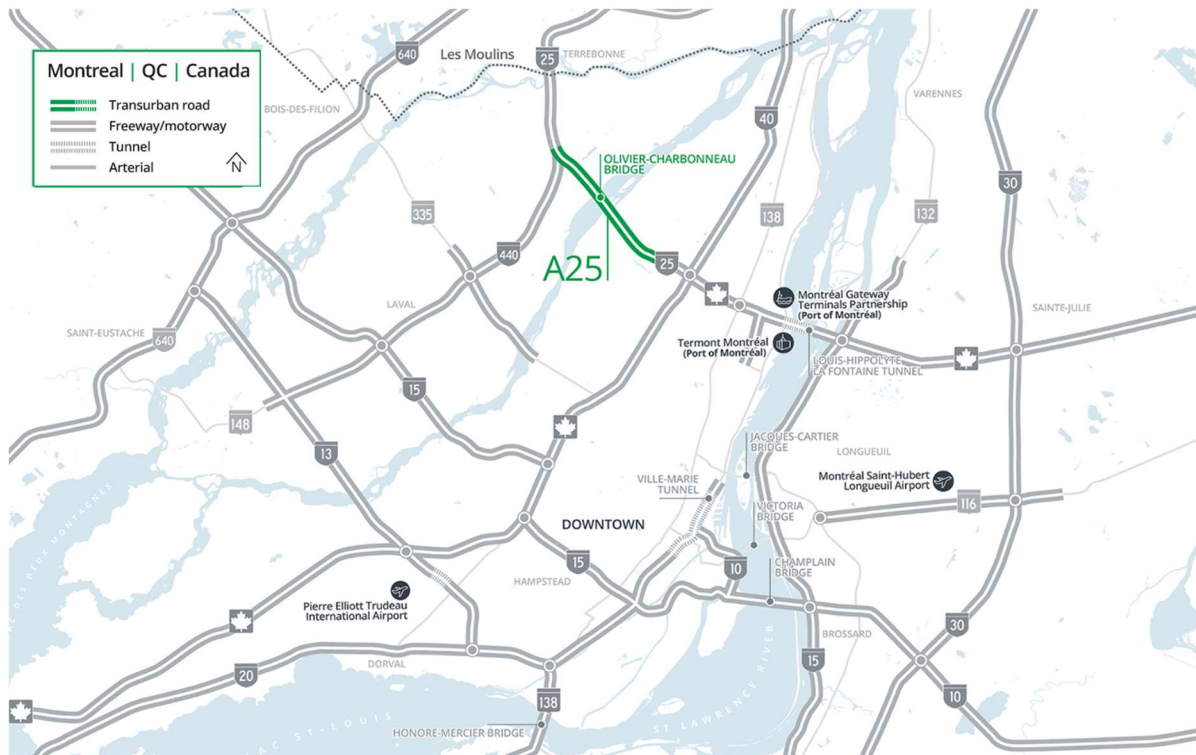
The table below sets out certain key operating and financial measures for Montreal<sup>(1)</sup>:

<b>Historical</b>	<b>HY2024</b>	<b>HY2023</b>	<b>FY2023</b>	<b>FY2022</b>	<b>FY2021</b>	<b>CAGR (%)</b>
Traffic (ADT) <sup>(2)</sup> (000's).....	53	53	52	54	49	2.9%
Proportional toll revenue (A\$ millions).....	22	41	63	75	66	n/a
Proportional EBITDA (A\$ millions).....	20	36	55	66	57	n/a
Proportional EBITDA margin (%).....	89.7	87.8	87.3	88.1	86.1	n/a

(1) Proportional toll revenue and Proportional EBITDA margin are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

(2) Average Daily Trips. See “*Certain Definitions*” for definition.

The map below illustrates the location of our Montreal Toll Road:



## *The A25*

### *The A25 overview*

The A25 is a 4.5 mile (7.2 km) toll road, consisting of a 0.8 mile (1.2 km), 6-lane bridge over the Rivière des Prairies, and a 3.7 mile (6.0 km) 4-lane roadway on either side of the bridge. It opened in May 2011 with a concession to September 2042.

In June 2018, we acquired 100% of the entities that hold the A25 concession in Montreal for C\$867 million including transaction costs and settlement adjustments. On February 28, 2023, we completed the sale of 50% of our equity interest in the A25 to CDPQ for gross sale proceeds of C\$355 million. CDPQ is a strategically aligned Quebec-based global investment group with a track-record of working alongside us in Sydney (via co-investment in WestConnex).

The A25 contributed A\$22 million of Proportional toll revenue and A\$20 million of Proportional EBITDA for HY2024 and A\$63 million of Proportional toll revenue and A\$55 million of Proportional EBITDA for FY2023.

### *The A25 Concession*

The A25 is subject to a Concession Agreement between the A25 Concessionaire and the Ministère des Transports et de la Mobilité durable. The A25 tolls are escalated annually by Canadian CPI. Following completion of the sell-down to CDPQ on February 28, 2023, we now own a 50% interest in the A25 Concessionaire. As of December 31, 2023, the A25 Concession Agreement had a remaining concession term of 18.7 years, expiring in September 2042.

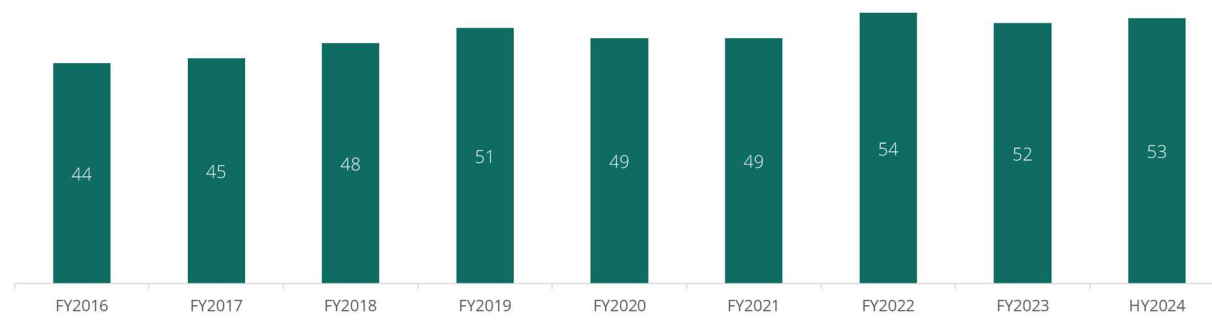
We provide management and operational services to the A25 Concessionaire. See “—*Summary of Concession Agreements*” below for additional information on the A25 Concession Agreement.

*The A25 traffic volumes*

The A25 opened to traffic in 2011. ADT increased 6.0% from 48,010 in FY2018 to 50,886 in FY2019. ADT decreased to 49,081 in FY2020 and 48,968 in FY2021, due to the impact of COVID-19. In FY2022, ADT increased 9.7% to 53,739 as a result of traffic diversion coming from nearby construction work. In FY2023, ADT decreased to 51,859 due to a different nearby tunnel rehabilitation project. HY2024 ADT was 53,134, a 1.5% decrease compared to HY2020 (pre-COVID) levels.

The following chart sets forth ADT for the A25 from FY2016 to HY2024<sup>(1)</sup>:

**A25 ADT, FY2016 – HY2024 (000's)**



(1) This includes data that predates our ownership of the asset.

**North American development opportunities**

*495 Express Lanes southern extension*

VDOT has indicated that it is exploring the southern extension of the 495 Express Lanes by approximately 11.2 miles (18 km) from the Springfield interchange in Fairfax County, Virginia, across the Woodrow Wilson Memorial Bridge, to the MD 210 interchange in Prince George’s County, Maryland, with environmental reviews commencing.

**Summary of Concession Agreements**

The following table sets out a summary of our Concession Agreements:

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
CityLink.....	The State of Victoria	Victoria	October 20, 1995	August 1999 <sup>(2)</sup>	44 years and six months from July 14, 2000	Escalated quarterly by an equivalent of 4.25% per annum to June 30, 2029. Thereafter, escalation will be quarterly by the greater of quarterly CPI or 0%.	Concession notes originally in favour of the State have been subsequently acquired by us. Additional concession fees can be payable as a tiered percentage of revenue if a specified threshold equity return

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
							and revenue level are exceeded. Pursuant to the recent changes to the CityLink Concession Agreement (effected after the relevant amendments passed through the Victorian Parliament), a new revenue sharing regime will apply during the additional concession period, whereby a percentage of revenue will be payable where revenue exceeds the agreed baseline revenue pursuant to an agreed matrix.
West Gate Tunnel .....	The State of Victoria	Victoria	December 11, 2017	n/a	19 years from expected date for completion	Escalated quarterly by an equivalent of 4.25% per annum to June 30, 2029. Thereafter, escalation will be quarterly by the greater of quarterly CPI or 0%.	A percentage of revenue where revenue exceeds the agreed baseline revenue pursuant to an agreed matrix.
Hills M2 .....	Transport for NSW (formerly known as RMS) and Minister for Roads and Freight on behalf of the State of NSW	NSW	August 26, 1994	May 1997	51 years from opening date	Escalated quarterly by the greater of quarterly CPI or 1%.	Annual base rent of A\$7 million (CPI indexed). Until a specified threshold equity return is reached, payments are satisfied by the issue of non-interest bearing concession notes. If the

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
							threshold is reached, a percentage of available cash flow is dedicated to servicing the concession notes. If these concession notes are fully redeemed, Incentive Rent representing 20% of available cash flow becomes payable.
Lane Cove Tunnel.....	Transport for NSW	NSW	December 4, 2003	March 2007	41 years from opening date	Escalated quarterly by quarterly CPI. Tolls cannot be lowered as a result of deflation. Truck tolls escalated at the greater of 1% per quarter or quarterly CPI.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10%.
Cross City Tunnel .....	Transport for NSW	NSW	December 18, 2002	August 2005	30 years and two months from opening date	Tolls are escalated quarterly at quarterly CPI. Tolls cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10%.
Eastern Distributor.....	Transport for NSW (formerly known as RMS) and Minister for Roads and Freight on behalf of the State of NSW	NSW	June 27, 1997	December 1999	48 years and six months from opening date	Escalated quarterly by the greater of a weighted sum of quarterly Average Weekly Earnings and quarterly CPI or 1%.	Annual concession fees of A\$15 million occur during the construction phase and for 24 years thereafter. Until a specified threshold equity return is achieved, payments of these fees are satisfied by the issue of non-



Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
							interest bearing concession notes.
Westlink M7 .....	Transport for NSW (formerly known as RMS)	NSW	February 13, 2003	December 2005	45 years and eight months from opening date	Escalated or de-escalated quarterly by quarterly CPI.	A\$358 million nominal payments to Transport for NSW between 2016 and 2037 and a tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10%.
M5 West Motorway .....	Transport for NSW (formerly known as RMS) and Minister for Transport and Roads on behalf of the State of NSW	NSW	February 22, 1991	August 1992	34 years and four months from opening date <sup>(3)</sup>	Escalated quarterly by quarterly Sydney CPI. The toll cannot be lowered as a result of deflation.	A percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 104%, but only in the circumstance where the NSW Government carries out a major widening of the government-owned road which feeds into the eastern end of the M5 West Motorway.
WestConnex Stage 1: M4 West Motorway and M4 Tunnels (M4 WestConnex Concession).....	Transport for NSW (formerly known as RMS)	NSW	December 4, 2014	M4 West Motorway: July 2017  M4 Tunnels: July 2019	40.5 years as at June 30, 2020 <sup>(4)</sup>	Escalated on January 1 each year by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	In respect of toll revenue, a tiered percentage starting at 30% in respect of the amount by which revenue exceeds baseline revenue by an amount starting at 10%. In respect of non-

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
							toll revenue, 50%.
WestConnex Stage 2: M8 Motorway and M5 East Motorway (M5 WestConnex Concession).....	Transport for NSW (formerly known as RMS)	NSW	November 20, 2015	July 5, 2020	40.5 years as at June 30, 2020 <sup>(4)</sup>	Escalated on January 1 each year by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	In respect of toll revenue, a tiered percentage starting at 30% in respect of the amount by which revenue exceeds baseline revenue by an amount starting at 10%. In respect of non-toll revenue, 50%.
WestConnex Stage 3: M4-M8 Link Tunnels and Rozelle Interchange (M4-M5 Link WestConnex Concession).....	Transport for NSW (formerly known as RMS)	NSW	June 12, 2018	M4-M8 Link Tunnels: January 20, 2023  Rozelle Interchange: November 26, 2023	40.5 years as at June 30, 2020 <sup>(4)</sup>	Escalated on January 1 each year by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	In respect of toll revenue, a tiered percentage starting at 30% in respect of the amount by which revenue exceeds a baseline revenue by an amount starting at 10% (or, in respect of the Rozelle Interchange for the period prior to January 1, 2024 only, if greater, 75% of revenue less operating costs). In respect of non-toll revenue, 50%.
NorthConnex.....	Transport for NSW (formerly known as RMS) and Minister for Transport and Roads on behalf of the State of NSW	NSW	January 31, 2015	October 31, 2020	28 years as at June 30, 2020	Escalated quarterly by the greater of quarterly CPI or 1%.	A tiered percentage of revenue where revenue exceeds the agreed revenue baseline by

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
							greater than 10%.
Gateway Motorway <sup>(5)</sup> ...	State of Queensland	Queensland	March 23, 2011	December 1986	40 years and eight months from date of Concession Agreement	Escalated annually at All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10%.
Logan Motorway <sup>(5)</sup> .....	State of Queensland	Queensland	March 23, 2011	December 1988	40 years and eight months from date of Concession Agreement	Escalated annually at All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10%.
Clem7 .....	Brisbane City Council	Queensland	May 24, 2006	March 2010	41 years and five months from opening date	Escalated annually at All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 25%. If revenues exceed the agreed baseline revenue by greater than 25% in the last 10 years of the concession term, higher amounts become payable.
Go Between Bridge.....	Brisbane City Council	Queensland	December 19, 2013	July 2010	50 years from date of Concession Agreement	Escalated annually at All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 15%.
Legacy Way .....	Brisbane City Council	Queensland	June 26, 2015	June 2015	50 years from date of	Escalated annually at	A tiered percentage of

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
					Concession Agreement	All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	revenue where revenue exceeds the agreed baseline revenue by greater than 15%.
AirportlinkM7 .....	State of Queensland	Queensland	June 2, 2008	July 2012	41 years from opening date	Escalated annually at All Groups CPI, Brisbane. The toll cannot be lowered as a result of deflation.	A tiered percentage of revenue where revenue exceeds the agreed baseline revenue by greater than 10% commencing in July 2025. A tiered percentage of revenue is also payable from July 2015 where revenue exceeds the agreed baseline revenue by greater than 20%.
495 Express Lanes .....	VDOT	Virginia	December 19, 2007	November 2012	80 years from date of Concession Agreement	Variable, uncapped.	A tiered percentage of revenue once a specified equity investor rate of return has been met. Starting on June 30, 2025 with an initial payment and semi-annually after the Northern Extension (NEXT) segment reaches Service Commencement, a semi-annual Transit and Corridor Investment payment of U.S.\$1.1M (increased annually by 2.5%) is also payable.

Concessionaire	Government Counterparty	Governing Law	Date of Concession Agreement	Opening Date	Term <sup>(1)</sup>	Tolling	Additional Payments to Government
95 Express Lanes <sup>(5)</sup> .....	VDOT	Virginia	July 31, 2012	December 2014	73 years from opening date	Variable, uncapped.	The remaining U.S.\$227 million of a fixed buyout payment of U.S.\$277 million to eliminate the requirement to pay a tiered percentage of revenue once a specified return on investment has been met. Following the opening of the 395 Express Lanes segment to traffic in November 2019, an annual transit investment payment of U.S.\$15 million (increased annually by 2.5%) is also payable.
A25 .....	Ministère des Transports et de la Mobilité durable	Quebec	September 13, 2007	May 2011	35 years	Escalated annually at Canadian CPI. Additional escalation applies when peak traffic volumes (for peak tolls) or total daily traffic volumes (for off-peak tolls) reach pre-determined thresholds.	Revenue sharing of 50% (including fees) will be triggered for revenue above a contractual threshold.

- 
- (1) As specified in the relevant Concession Agreement, Term includes any extension of the term subject to the successful completion of the relevant toll road project and/or other conditions set forth in such Concession Agreement as agreed with the relevant government entity.
- (2) The Western Link section of CityLink opened to traffic in 1999. Tolling commenced and the tunnels opened in 2000.
- (3) The M5 West Motorway forms part of the M5 WestConnex Concession from December 2026 when the existing M5 West Motorway Concession expires, through to December 2060.

- 
- (4) The M4 Tunnels (Stage 1B) were completed in July 2019. The M8 Motorway (Stage 2) was completed and commenced tolling on July 5, 2020. The M4-M8 Link Tunnels (Stage 3A) were completed and commenced tolling in January 2023. The Rozelle Interchange (Stage 3B) was completed by Transport for NSW and opened to traffic on November 26, 2023.
  - (5) The Gateway Motorway and the Logan Motorway operate under a single Concession Agreement but we report revenue for these two toll roads on a separate basis.
  - (6) 95 Express Lanes concession includes the 395 Express Lanes (construction was completed in November 2019) and includes the Fredericksburg Extension.

### ***Obligations***

Each Concessionaire's primary obligation is to operate, maintain and repair the relevant assets in accordance with the technical criteria specified in the relevant Concession Agreement. In most instances, a Concessionaire will be required to finance and construct the asset prior to having an obligation to operate and maintain the asset.

### ***Asset enhancement***

Asset enhancement projects are usually governed by amending deeds to the underlying Concession Agreement for the relevant toll road asset.

### ***Material adverse event regime***

In some of our Australian Concession Agreements, there are varying levels of protection that provide mechanisms for the Concessionaire to claim compensation in certain scenarios where government actions, in some cases including the development of competing transport measures, have a material adverse effect on a particular toll road or Concessionaire.

Our United States Concession Agreements have limited protection against competing transport measures but do have protection against certain government actions, such as a discriminatory change in law.

### ***Default and termination***

The Concession Agreements typically require the relevant Concessionaire to comply with certain obligations and performance measures during both the construction and operational phases. During the construction phase this would typically require constructing the asset to specified standards, and during the operational phase, this would typically require operating, maintaining and repairing the asset to specified standards. If a Concessionaire breaches a material obligation under a Concession Agreement and fails to remedy the breach within a set cure period, our Concession Agreements generally allow the relevant government entity to terminate the Concession Agreement.

If a Concessionaire is prevented from exercising certain material rights (such as operating and tolling the relevant toll road) under a Concession Agreement as a result of government action, such Concessionaire may be entitled to terminate the Concession Agreement and receive compensation from the relevant government entity. Generally, such compensation would be to repay any debt secured by the asset and a formulated equity return to the Concessionaire.

### ***Hand over***

All of our Concession Agreements contain undertakings in relation to hand over of the underlying assets upon expiry of the concession period. While the specific conditions vary in each Concession Agreement, generally, for the Australian assets, we are required to transfer the toll road assets and infrastructure of the toll road to the relevant government entity in a good state of repair and in accordance with technical criteria specified in the relevant Concession Agreement.

For our United States assets, the requirement, generally, is that on hand over, the asset condition is such that it has a remaining life of the greater of: (a) five years; or (b) life within its normal lifecycle as set out in the

technical requirements to the applicable Concession Agreement. If requested by VDOT, the Concessionaire must dismantle the tolling system at its own cost to convert the HOT lanes back to general purpose traffic lanes or HOV lanes, depending on the asset, provided that VDOT is obligated to notify the Concessionaire at least one year prior to expiration of the applicable term if the HOT lanes are to be converted to general purpose traffic lanes.

To ensure that the assets and infrastructure are transferred back to the relevant government entity in the specified condition at the end of the applicable Concession Agreement, we periodically review the condition of the asset and infrastructure against the maintenance lifecycle requirements specified in each Concession Agreement and we build a lifecycle major maintenance provision into our operating expenses. This item is built up over time by recognising an expense in the income statement for the present value of the forecast maintenance expenditure, based on the wear and tear on our toll roads and related infrastructure to date. The actual major maintenance spend each year reduces the maintenance provision, and depending on where in the maintenance cycle a road may be, the cash maintenance spend could vary materially from the maintenance expense recognised during a given period.

### **Traffic forecasting**

At January 31, 2024, our in-house traffic team comprised over 50 traffic engineers, transport engineers and planners, econometricians and land use, behavioural and modelling experts across Australia and North America. Our traffic team is responsible for developing and applying a range of models for each of the urban areas in which we operate, thus providing ongoing support for our existing assets and assisting with identifying and assessing network development opportunities.

In support of our existing assets, our traffic team helps identify opportunities for operational improvements for a specific road and/or the surrounding road network, while assessing how the opportunities would affect traffic and revenue.

For project development and delivery, our traffic team helps identify and elevate potential enhancements to our assets and/or the broader network, as well as assisting with traffic and network planning to effectively manage the impact of project delivery activities on traffic and the transport network.

### **Project development and delivery**

In line with our strategy, we actively seek to develop projects that establish and enhance our toll roads, including opportunities to relieve existing traffic congestion through greenfield development and/or enhancement of our toll roads. Our in-house team of transport network planners and traffic modelling experts is a key part of being able to identify such development opportunities. We are then able to progress these proposals with the relevant government entities. For example, we have utilised this strategy and process on the M5 West Motorway widening project, the NorthConnex project, the CityLink-Tulla widening project, the West Gate Tunnel project and the Logan Enhancement project.

We have successfully completed a number of major projects in recent years, including the CityLink-Tulla widening project, the Inner City Bypass project, the Logan Enhancement project, the Gateway Upgrade North project, the 395 Express Lanes project, the NorthConnex project and the M4 Motorway, M8 Motorway and M4-M8 Link Tunnels as part of the WestConnex project. We outsource construction to experienced and reputable contractors on such projects and seek to ensure that project risks sit with the party most appropriate to bear that risk. We also have our own in-house project delivery personnel that we supplement with external specialists to manage and provide oversight of each phase of project development and delivery and ensure that appropriate construction management systems and controls are in place.

## **Public Private Partnerships**

We generally contract with governments using Public Private Partnerships (**PPPs**). The contracting model for PPPs involves private sector financing and are long-term contracts under which the private sector designs, constructs, operates and maintains projects (activities that were traditionally undertaken by the public sector), while the public sector retains responsibility for strategic planning, regulation and community service obligations.

The PPP model we have traditionally entered into with government entities involves the grant of a concession in respect of toll road assets, in return for which we agree to construct, finance and operate the relevant asset over the period of the concession before transferring it back at the end of the concession period at no cost to the government, maintained and operated in accordance with the provisions of the relevant Concession Agreements.

Our return on investment in respect of each asset depends on the duration of the concession, the amount of toll revenues collected, debt service costs and other factors.

## **Technology**

We have advanced systems and technologies that we have developed in conjunction with leading external technology providers over a number of years to effectively manage our enterprise systems and toll roads, including tolling and roadside operations and tunnel systems technology.

We have developed our GLIDe technology along with our external technology providers. GLIDe is a tolling and customer management platform for the calculation and collection of tolls, charges and fees, including the processing of data to support the management of customer accounts, transaction processing and billing. The GLIDe system operates across most of our Australian toll roads and we continue to invest in GLIDe. We have also developed our variable pricing tolling system on the 495 Express Lanes, the 95 Express Lanes and the 395 Express Lanes with external technology partners, based on a sophisticated algorithm that changes the toll price dynamically to manage demand in these lanes. Separately, we have projects underway that continue to modernise our tolling back-office systems to next-generation technologies. The first new component of this update has been deployed on the 495 Express Lanes, the 95 Express Lanes and the 395 Express Lanes, and on the Cross City Tunnel.

Over 95% of our Australian customers interact with us through digital channels (website and mobile phone applications (**apps**)). The Linkt app is increasingly becoming the channel of choice for many customers. In addition to account management functions, this app offers customers access to fuel discounts and road incident notifications. In 2018, we introduced the LinktGO app, the world's first GPS tolling mobile phone app, which is targeted at casual customers in Australia who want to manage their toll road travel on a pay-as-you-go basis through digital channels. LinktGO allows drivers to see their toll travel in near real-time and pay trip-by-trip using their smartphones with no ongoing commitment.

In 2019, we launched GoToll in the United States. GoToll is an app that provides LinktGO-like functionality to enable drivers to pay-as-they-go for tolls and to manage their payments using their smartphones. GoToll is a toll payment option for casual toll road users without a transponder in their vehicle that charges a service fee of U.S.\$0.85 per trip in addition to the base toll amount. GoToll also allows toll agencies and toll road operators to receive toll revenue from these users without the need to engage in traditional invoicing and revenue collection activities. GoToll is now available in Virginia, California, Georgia, North Carolina, Florida, Illinois and most recently Maryland. Through interoperability with the E-ZPass tolling group, GoToll can also be used in New York, Delaware, Pennsylvania, New Jersey, Massachusetts, Kentucky, New Hampshire, Maine, Indiana, Ohio, Minnesota, Georgia and Rhode Island.



We have invested in significant technological improvements in recent years to enhance customer safety and traffic efficiency, including electronic speed and lane control, over-height vehicle detection, weigh-in-motion sensors, specialist tunnel safety systems and automatic detection of incidents to ensure rapid response. New “pacemaker lights” in the Burnley Tunnel in Melbourne, for example, which went live in March 2023, now give motorists visual cues to help them maintain speed as they climb uphill to the tunnel’s exit and are expected to reduce congestion and improve travel times.

We have also improved our operational technology, integrating our operations management control systems to deliver network operations capability. A vast majority of our roadside cameras are digital, and we use the data streams from these cameras to detect incidents in our control rooms, improving the safe management of our motorways. Our cameras have also allowed us to lead a trial of cooperative perception technology, fusing this data with existing operational data, and broadcasting aggregated information in real-time to provide connected and autonomous vehicles the ability to see around corners. This infrastructure has the potential to improve the safety of connected and autonomous vehicles on all roads in the future.

We also invest significantly in our cyber security monitoring and response infrastructure across our operational technology platforms. We take various measures to prevent or mitigate external breaches to our systems, including monitoring our technology networks, maintaining a strong cyber culture across our employees including training and awareness campaigns, and closely preparing for and testing our cybersecurity response processes. We have implemented a cyber security framework aligned to industry standards and partner with global cyber security suppliers to protect against cyber attacks and disruptions. Management reviews cyber risks and threats and provides regular reporting on key cyber risks and cyber control metrics to executive and management. See “*Risk factors—Risks related to our business—Technology systems owned or used by us may be subjected to cyber-attacks that could adversely affect our business and reputation.*”

We focus on developing our technology and data analytics to advance our transport network management and road user interfaces. We also evaluate the application of emerging technologies where they may be able to enhance transport management and customer experience. We are pioneering changes in the way we source traffic data, exploring video traffic counting to replace in-road technology to reduce our road equipment footprint, improve data quality and remove safety risks associated with maintaining in pavement devices. Other initiatives also include our participation in industry trials and the development and adoption of connected and automated vehicles, along with other relevant technology, social and policy trends, in order to prepare for their potential impact on motorway capacity and demand. In November 2023, for example, we ran an Australian-first trial to test the performance of a highly automated truck in live traffic conditions. The trial also tested the benefits of sharing roadside technology data with the truck’s automated driving system.

## Safety

Safety is our top priority and we have a range of measures in place to support the safety of employees and contractors in our workplaces and motorists on our toll roads.

We measure our safety performance in our workplaces and on our toll roads. The table below illustrates lost time and recordable injuries for our employees:

Transurban employee recordable frequency rate	HY2024	HY2023	FY2023	FY2022	FY2021
<b>All Transurban (Australia and North America)</b>					
Lost-time injury <sup>(1)</sup> frequency rate <sup>(2)</sup> .....	0.00	0.00	0.00	0.00	0.00
Recordable injury <sup>(3)</sup> frequency rate <sup>(2)</sup> .....	0.00	0.00	0.00	0.00	0.67 <sup>(4)</sup>

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- (1) While we do not record lost-time injuries as a standalone statistic, the above information has been included for purposes of providing a year-on-year comparison.
  - (2) Measured as the number of lost-time injuries or recordable injuries per million work hours.
  - (3) Recordable injury count consists of total number of fatalities, lost-time injuries and medical treatment injuries. A restricted work injury is classified under medical treatment injury.
  - (4) The Transurban employee RIFR in FY2021 resulted from one permanent disability and one medical treatment injury.

In HY2024 and FY2023, we recorded a contractor RIFR of 4.06 and 2.77 recordable injuries per million work hours, respectively. This was below our contractor RIFR target of 4.0 for FY2023 and above our FY2024 target of 3.40.

We track our on-road performance using a Road Injury Crash Index (**RICI**)—the number of serious injury crashes (where an individual is transported from the scene by ambulance) per 100 million vehicle kilometres travelled on our roads. In HY2024 and FY2023, we recorded a RICI of 3.75 and 4.30, respectively. The FY2023 result was slightly above our target RICI of 4.15. The HY2024 result (151 serious injury crashes) was below our target, which has remained at 4.15 and was a 7.4% decrease compared to HY2023. According to a January 2024 analysis conducted by the Monash University Accident Research Centre, our roads in Australia are more than twice as safe as like roads.<sup>21</sup>

## Competition

We face competition from the existence and development of or changes to competing roads, feeder roads and other means of transportation. From time to time, we take part in competitive processes for the award of new Concessions or the sale of existing assets, during which we may face competition from other toll road owners or operators, both local and global, and institutional investors including private equity funds, infrastructure funds, pension or superannuation funds and sovereign wealth funds, among others. See “*Operating and financial review—Description of our Group—Components of our financial results and their drivers—Acquisitions and development projects*” for further information.

## Employees

We had approximately 2,020 direct employees located in Australia and North America, as at December 31, 2023<sup>22</sup>.

We currently have two Australian Enterprise Agreements that apply to approximately 5% of all Australian employees on a Group-wide basis, as at December 31, 2023. These include the following:

- Transurban Customer Service EBA 2019 (Victoria), which commenced on October 18, 2019. The agreement sets forth incremental salary increases, the last of which was effective from July 1, 2021. We are not engaged in negotiations to amend, supplement or replace the agreement at this time, but instead are providing annual salary increases on a unilateral basis; and
- Transurban Queensland Enterprise Agreement 2020, which commenced on December 29, 2020. The agreement sets forth incremental salary increases, the last of which was effective from July 1, 2022. We

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<sup>21</sup> Monash University Accident Research Centre Crash Analysis of Transurban’s Australian roads for FY2017 through FY2022, issued January 2024. Like roads selected on the basis of serving a comparable function with respect to road function and their status as major motorways.

<sup>22</sup> Our headcount definition includes direct Transurban employees (permanent full time/part time, fixed term full time/part time, casuals) but excludes non-executive directors, employees on leave of absence and contingent workers.

are not engaged in negotiations to amend, supplement or replace the agreement at this time, but instead are providing annual salary increases on a unilateral basis.

## **Legal, regulatory and administrative proceedings**

In the ordinary course of our business, we may be party to legal, regulatory and administrative proceedings. We currently believe that none of these proceedings, individually or taken together, will have a material adverse effect on our business, financial condition or results of operations.

## **Sustainability**

### **Our sustainability approach**

Our sustainability approach delivers on our purpose: to strengthen communities through transport. We design, build and operate our roads so they can continue delivering demonstrable long-term benefits to cities and communities.

We set high sustainability standards for both our projects and operations, and we measure our environmental, social and governance (ESG) performance against leading international benchmarks.

We have had a climate change strategy in place since FY2011. Over the past five years, we have released a public Climate Change disclosure, addressing all 11 Task Force on Climate-related Financial Disclosures (TCFD) recommendations, including assessing transition and physical risks for multiple climate scenarios.

In 2020, we became the first ASX20 company to set validated near-term science-based targets through the Science Based Targets initiative (SBTi). In the same year, we committed to net-zero greenhouse gas (GHG) emissions by 2050 across scope 1, 2, and 3 GHG emissions.<sup>23</sup>

In FY2023 we achieved our “10 in 10” target – the first energy target that we set in 2014 – which committed us to improve our energy efficiency by 10% by 2023 (relative to 2013 baseline). Through these energy efficiency improvements and by transitioning to renewable energy to power our roads, we also exceeded our 2030 SBTi target to reduce Scope 1 and 2 emissions by 50% (seven years ahead of schedule), achieving a 56% absolute Scope 1 and 2 GHG emissions reduction in FY2023 relative to the FY2019 baseline. We continue to work with our suppliers on decarbonisation strategies to achieve our 2030 Scope 3 targets.

Overall, in FY2023 we achieved a 50% reduction in total Scope 1 and 2 GHG emissions compared to FY2022 (and 56% below FY2019 baseline year). Our near-term 2030 GHG targets are validated by the SBTi and we are working towards having our net-zero 2050 target validated as well.

In FY2023, we used 100% renewable electricity in our North American operations for the first time through the purchase and surrender of Renewable Energy Certificates from Oklahoma wind projects. Business-wide, 80% of our electricity was from renewable sources in FY2023.

### **Our sustainability strategy**

Our sustainability strategy drives our sustainability activities. It includes the outcomes we want to achieve, with targets and indicators designed to keep us on track. Our actions are based on four pillars: people; planet; places; and partnerships and are aligned with the nine UN SDGs most relevant to our business.

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<sup>23</sup> Transurban GHG boundary does not extend to vehicle emissions travelling on the road network.



## UN SDGs progress reporting

We report on our progress towards meeting the relevant UN SDGs annually. Where we have identified opportunities to deliver beyond UN SDG-specific targets and indicators, we have created our own. We include these in our annual SDG progress reporting inside our Sustainability Data Pack. Our reporting is also aligned with the Global Reporting Initiative, Sustainability Accounting Standards Board and TCFD best practice frameworks.

## Our people

Our focus on sustainability extends to our people and governance.

### *Gender pay equity and workforce gender diversity*

Our gender equality strategy forms part of our broader commitment to progressing diversity and inclusion. We remain committed to ensuring pay equity and have reported a gap of less than 1% between men and women in like-for-like roles since 2018. We achieved and have sustained our goal of gender balance (defined as 40% women, 40% men, 20% any gender) since 2022. At June 30, 2023, our executive team gender balance was 50% male and 50% female (not including our CEO), and overall female representation in our direct workforce increased to 45%, from 43% in FY2022.

### *Reconciliation action plan (RAP)*

Reconciliation Australia developed the RAP programme to enable organisations to sustainably and strategically take meaningful action to advance reconciliation with Aboriginal and Torres Strait Islander peoples. RAPs are strategic documents that set out the actions an organisation will take to contribute to reconciliation.

There are four types of RAPs (Reflect, Innovate, Stretch and Elevate), one for each stage in an organisation's reconciliation journey. Organisations can repeat a RAP if appropriate.

We have been part of the RAP programme since 2014. We have delivered one Reflect RAP and two Innovate RAPs, and launched our third Innovate RAP in May 2023.

### *Modern slavery statement*

We published our fourth modern slavery statement in December 2023. The statement describes our approach to assessing and addressing modern slavery risks in our supply chain and operations. It describes our due diligence approach and our activities to address high-risk areas, and outlines our ongoing monitoring of risks to people. The statement also shows how we engage our industry partners to raise awareness and conduct training for our suppliers and staff.

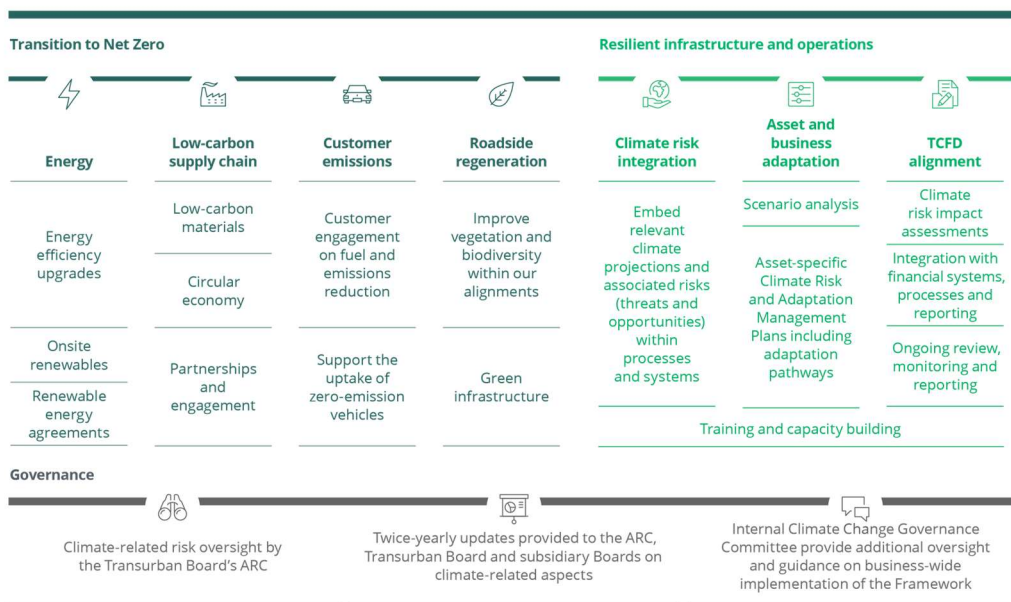
### *Sustainability policy*

Sustainability is embedded into our operations. Everyone who works for us agrees to work in ways that support our sustainability strategy in accordance with our sustainability policy.

## Climate change framework

Our climate change framework (figure set out below) outlines our response to identified climate-related strategic threats and opportunities and key action focus areas relevant to our business. Our climate change framework addresses two key focus areas: transitioning to net zero; and resilient infrastructure and operations. Governance measures are embedded into the framework to drive accountability.

## Climate Change Framework



(\*) "ARC" refers to our Audit and Risk Committee.

### ***Transition to net zero***

We were the first ASX20 company to have our near-term GHG emission reduction targets validated by the international and independent SBTi. Our targets aim to reduce our emissions at a rate consistent with contributing to limiting global warming to 1.5°C. Our targets use our FY2019 emissions as our baseline and include:

- By 2030 50% absolute reduction in operational (scope 1 and 2) GHG emissions; 22% intensity reduction in purchased goods (scope 3) GHG emissions; and 55% intensity reduction in capital projects (also scope 3) GHG emissions; and
- By 2050 achieve net zero GHG emissions across Scope 1, 2 and 3 GHG emissions.

### ***Reducing operational emissions: our progress***

To reduce our operational emissions, we are reducing our dependence on fossil fuels by improving energy efficiency and transitioning to more sustainable energy sources. We have renewable power purchase agreements in all Australian markets, and more than 80% of our FY2023 electricity needs were sourced from renewables. Our FY2023 Scope 1 and 2 GHG emissions were 56% below FY2019 (baseline), exceeding our 2030 target for a 50% reduction in Scope 1 and 2 emissions seven years ahead of schedule. We continue to work with our suppliers on decarbonisation strategies to achieve our 2030 Scope 3 targets.

### ***Reducing supply chain emissions: our progress***

To reduce our purchased goods and capital projects (supply chain) emissions intensity, we are collaborating with our contractors and suppliers to develop and use more sustainable materials and processes.

We engage with our suppliers on GHG reduction and climate risk management via the Carbon Disclosure Project (CDP) Supply Chain reporting programme. In FY2023, we brought an additional 50 of our top suppliers (by spend) into the programme, doubling the number of suppliers we had already engaged. We are now engaging 100 suppliers in establishing and complying with CDP reporting processes. This group now represents more than 60% of our emissions from purchased goods and services. Getting suppliers on board and having oversight of their progress is critical in meeting our overall emissions reductions targets. As of June 30, 2023:

- 26% of disclosing suppliers' total energy consumption is sourced from renewable energy; and
- 32 of our top-100 suppliers report having active GHG reduction targets in place.

We also engaged a sustainability performance research agency, Support the Goals, to review our top 150+ suppliers' UN SDG activities. We found that as of June 30, 2023, around 28% of these suppliers have acted on the UN SDGs. We intend to continue using our influence and buying power to drive more sustainable supply chain outcomes.

### ***Customer emissions***

Customer vehicle emissions are not captured within our Scope 3 emissions, however, we recognise the serious impact that fossil-fuel powered vehicles have on the environment. We engage with our customers on reducing emissions generated when driving on our roads, including promoting uptake of electric vehicles and fuel-efficient driving techniques (eco-driving).

### ***Resilient infrastructure and operations***

We continually evolve and mature our climate change response as new information emerges. This includes how we manage climate change risk and impacts across our:

- operations;
- organisational strategy;
- financial planning; and
- major project development, design and construction.

### ***Mitigating climate-change risks: our progress***

All of our assets are covered by high-level climate change risk assessments, and we are in the process of developing Climate Change Adaption Plans (CCAPs) for all assets as well. As of the date of this Offering Circular, we have completed CCAPs covering 14 of our 22 assets, and anticipate the remainder to be completed in FY2024. We are also establishing a framework for defining and quantifying potential associated financial implications across our asset base.

### **Social licence framework**

We build trust with our stakeholders via our social licence framework. This framework is directly informed by data collected through comprehensive and ongoing stakeholder listening programmes. We focus our trust building efforts on three key areas: empowering customers, championing road safety and strengthening communities. Our focus on these areas enables us to deliver more meaningful and positive outcomes which reflect the needs of our stakeholders as well as leveraging our expertise, our operations and our purpose.



### **Social investment: our progress**

During FY2023, we invested more than A\$3.8 million in targeted programmes and partnerships, including road safety initiatives. Examples include:

- five driver training programmes across three Australian cities, with 340 participants;
- 15,500+ customers experiencing financial hardship supported via Linkt Assist; and
- 57,000+ people directly benefitting from financial, material and other support.

## DIRECTORS AND MANAGEMENT

### Directors

The following table sets forth certain information regarding our Directors<sup>(1)</sup> as of December 31, 2023:

Name	Age	Title
Craig Drummond .....	62	Chair and Independent Non-executive Director
Michelle Jablko .....	51	Chief Executive Officer and Managing Director
Mark Birrell .....	65	Independent Non-executive Director
Patricia Cross .....	64	Independent Non-executive Director
Marina Go .....	58	Independent Non-executive Director
Tim Reed .....	53	Independent Non-executive Director
Sarah Ryan .....	57	Independent Non-executive Director
Peter Scott .....	69	Independent Non-executive Director
Robert Whitfield .....	59	Independent Non-executive Director

- (1) On December 20, 2023, we announced the appointment of Mr Lennon as an Independent Non-executive Director, effective from March 18, 2024.

#### **Craig Drummond, Chair and Independent Non-executive Director**

Mr. Drummond was appointed Director on July 1, 2021 and Chair on October 20, 2022. He is Chair of the Nomination Committee and a member of the Audit and Risk Committee.

Mr. Drummond has over 30 years' experience in financial and regulated service industries. He has extensive experience across all facets of company management, including equity and debt capital markets, risk management and business strategy. Mr. Drummond is currently Chair of Australian Foundation Investment Company Limited (Non-executive Director since 2021), President of the Geelong Football Club and a Governor of The Ian Potter Foundation. He was previously a member of the Financial Regulator Assessment Authority, and held a number of senior leadership positions including Chief Executive Officer of Medibank (2016-2021), Group Executive Finance and Strategy of National Australia Bank Limited and Chief Executive Officer and Country Head of Bank of America Merrill Lynch (Australia).

Mr. Drummond holds a Bachelor of Commerce from the University of Melbourne. He is a Fellow Chartered Accountant.

#### **Michelle Jablko, Chief Executive Officer and Managing Director**

Ms. Jablko was appointed Chief Executive Officer and Managing Director on October 19, 2023.

Ms. Jablko joined us as Chief Financial Officer in 2021, overseeing the group finance, treasury, tax, legal, audit, corporate affairs, investor relations and sustainability functions. Prior to joining Transurban, Ms. Jablko was CFO at ANZ Bank for just under five years. That followed more than 15 years of experience in investment banking with UBS and Greenhill Australia as a Managing Director working across a vast array of industries, providing advice on mergers and acquisitions, capital management, funding, and investor relations. Early in her



career, Ms. Jablko was a lawyer with Allens where she focused on mergers and acquisitions, tax and banking and finance law.

Ms. Jablko holds a Bachelor of Laws with Honours and a Bachelor of Economics with Honours from the Monash University.

**Mark Birrell AM, Independent Non-executive Director**

Mr. Birrell was appointed Director on May 1, 2018. He is a member of the Audit and Risk Committee and the Nomination Committee.

Mr. Birrell is a Director with deep industry experience in the fields of infrastructure and transport, including roles as founding Chair of Infrastructure Partnerships Australia and Chair of Infrastructure Australia, the statutory authority advising the Federal Government. Mr. Birrell is currently President of the Australian Chamber of Commerce and Industry (since 2023 and was previously Deputy President from 2021-2023) and is a member of the Management Board of the International Organisation of Employers (since 2022). His previous roles include Chair of Post Super Pty Ltd (2013 – 2022), Regis Healthcare Limited (2014 – 2018), Port of Melbourne Corporation, Evans & Peck Limited, and Deputy Chair of Australia Post. He also has a background in law and public policy, having worked as National Leader of the Infrastructure Group at Minter Ellison (2002 – 2012), and served as a Cabinet Minister in Victoria and Leader of the Government in the Upper House (1992 – 1999).

Mr. Birrell holds a Bachelor of Laws and a Bachelor of Economics from Monash University. He is a Fellow of the Australian Institute of Company Directors.

**Patricia Cross AM, Independent Non-executive Director**

Ms. Cross was appointed Director on July 1, 2021. She is Chair of the Remuneration, People and Culture Committee and a member of the Nomination Committee.

Ms. Cross has extensive international experience as both an executive and Non-executive Director across a wide range of financial services and other industries. She has expertise in capital markets, risk management, corporate governance, treasury and international affairs. Ms. Cross is currently Chair of OFX Group Limited (since 2022), a Guardian of the Future Fund's Board of Guardians (since 2021) and an Ambassador for the Australian Indigenous Education Foundation (since 2008). She was previously Chair of the Commonwealth Superannuation Corporation (2014 – 2021), a Non-executive Director of Aviva plc (2013 – 2022), Macquarie Group Limited (2013 – 2018), National Australia Bank Limited (2005 – 2013), Qantas Airways Limited (2004 – 2013), and Wesfarmers Limited (2003 – 2010). Ms. Cross also held several honorary government positions including as a founding member of the Financial Sector Advisory Council and as a member of the Panel of Experts to the Australian Financial Centre Forum. As an executive, Ms. Cross lived and worked in seven different countries holding a number of senior leadership positions with Chase Manhattan Bank and Chase Investment Bank, Banque Nationale de Paris, and National Australia Bank Limited.

Ms. Cross holds a Bachelor of Science with Honours from Georgetown University.

**Marina Go AM, Independent Non-executive Director**

Ms. Go was appointed Director on December 1, 2021. She is a member of the Remuneration, People and Culture Committee and the Nomination Committee.

Ms. Go has worked in executive roles across a range of listed and private companies and in Non-executive Director roles across a diverse range of sectors. Her executive career included over 25 years' experience in branding, marketing, digital technologies and change leadership in the media industry. Ms. Go is Chair of Adore Beauty Group (since November 2021 and a Non-executive Director since 2020), and a Non-executive Director of Energy Australia (since 2017), 7-Eleven (since 2018) and Autosports Group (since 2016). She is also a

member of the UNSW Business Advisory Council and the ANU Centre for Asian-Australian Leadership Advisory Board. She was previously Chair of Ovarian Cancer Australia, The Walkley Foundation and Wests Tigers Rugby League Football Club, and a Non-executive Director of Booktopia Group Limited (2020 – 2022), Pro-Pac Packaging Limited (2018 – 2021) and Netball Australia (2021 – 2023). Ms. Go was previously Country Chief Executive Officer for The Hearst Corporation and held a variety of senior leadership positions across multi-media businesses, including Fairfax, Bauer Media, EMAP Australia and Private Media.

Ms. Go holds a Bachelor of Arts from Macquarie University and a Master of Business Administration from the University of NSW. She is a Member of the Australian Institute of Company Directors.

#### **Timothy Reed, Independent Non-executive Director**

Mr. Reed was appointed Director on November 1, 2020. He is a member of the Remuneration, People and Culture Committee and the Nomination Committee.

Mr. Reed has over 30 years' experience in technology, marketing, strategy and business development gained from various roles held in Asia, Europe, the USA and Australia. He is currently the co-Managing Director of Potentia, a private equity firm focused on technology businesses and the President of the Greater Western Sydney Giants Australian Football League team. Mr. Reed was formerly President of the Business Council of Australia (2019 – 2024) and the CEO of MYOB (2008 – 2019) and before this held a range of other senior management roles during his 16-year career with the business. Prior to joining MYOB, he also held senior management roles in sales, marketing, product management and business development with software and technology businesses in Silicon Valley.

Mr. Reed holds a Bachelor of Commerce with Honours from the University of Melbourne and a Master of Business Administration from Harvard Business School. He is a Member of the Australian Institute of Company Directors.

#### **Sarah Ryan, Independent Non-executive Director**

Dr. Ryan was appointed Director on September 1, 2023. She is a member of the Nomination Committee and the Remuneration, People and Culture Committee.

Dr. Ryan is an experienced non-executive director and former energy executive with more than 30 years of international experience in the oil and gas industry. She is currently a Non-executive Director of Viva Energy Group Limited (since 2018), Aurizon Holdings Limited (since 2019), Calix Limited (since 2024) and Future Battery Industries Co-operative Research Centre (since 2020). She is also a Strategic Advisory Panel Member of the ARC Centre of Excellence for Green Electrochemical Transformation of Carbon Dioxide (since 2023) and Chair of the Energy Forum for the Australian Academy of Technological Sciences and Engineering (ATSE) (since 2022). As an executive, Dr. Ryan held various technical, operational and leadership roles at a number of oil and gas and oilfield services companies, including 15 years with Schlumberger Ltd both in Australia and overseas. She also has a decade of experience in North America and Australia as a director of institutional investment firm Earnest Partners covering the firm's investments in natural resources and associated sectors worldwide, including engineering and construction. She is a former Non-executive Director of Woodside Energy Group Limited, Oz Minerals Limited, MPC Kenetic and Norwegian listed Akastor ASA.

Dr. Ryan holds a Bachelor of Science in Geology from the University of Melbourne, a Bachelor of Science with Honors in Geophysics and a Doctor of Philosophy in Petroleum and Geophysics from the University of Adelaide. She is a Fellow of the Australian Academy of Technological Sciences and Engineering and a Member of the Australian Institute of Company Directors.

### **Peter Scott, Independent Non-executive Director**

Mr. Scott was appointed Director on March 1, 2016. He is a member of the Audit and Risk Committee and the Nomination Committee.

Mr. Scott has over 20 years' senior business experience in publicly listed companies and a breadth of expertise in the engineering and finance sectors. Mr. Scott was formerly the CEO of MLC and head of National Australia Bank's Wealth Management Division and held a number of senior management positions with Lendlease. He was previously Chair and a Non-executive Director of Perpetual Limited, Chair and a Non-executive Director of Perpetual Equity Investment Company Limited, and a Non-executive Director of Stockland Corporation Limited and Centuria Healthcare Limited. Mr. Scott's pro bono activities include being a Fellow of the Senate of the University of Sydney.

Mr. Scott holds a Bachelor of Engineering with Honours from Monash University and a Masters of Engineering Science from the University of NSW.

### **Robert Whitfield AM, Independent Non-executive Director**

Mr. Whitfield was appointed Director on November 1, 2020. He is Chair of the Audit and Risk Committee and a member of the Remuneration, People and Culture Committee and the Nomination Committee.

Mr. Whitfield has extensive financial, risk and capital markets experience in senior management roles across the public and private sectors. He is currently a Non-executive Director of the Commonwealth Bank of Australia (since 2017) and GPT Group (since 2020). Mr. Whitfield previously served as Chair and Director of NSW Treasury Corporation, Secretary of NSW Treasury, Secretary of NSW Industrial Relations, and as Deputy Chair of the Australian Financial Markets Association. Prior to this, Mr. Whitfield had a 30-year executive career with Westpac Banking Corporation where he held a number of senior leadership positions including CEO of the Institutional Bank, Chief Risk Officer and Group Treasurer.

Mr. Whitfield holds a Bachelor of Commerce from the University of NSW, a Graduate Diploma in Banking and a Graduate Diploma in Finance from UTS and has completed the Advanced Management Program at Harvard Business School. He is also a senior Fellow of the Financial Services Institute of Australasia and a Fellow of the Australian Institute of Company Directors.

### **Senior management**

The following table sets forth certain information regarding our senior management as of December 31, 2023. See "*—Directors*" for information in relation to our Chief Executive Officer, Michelle Jablko.

The Company Secretary, Group General Counsel and certain of the senior executives listed below are not considered key management personnel.

<b>Name</b>	<b>Age</b>	<b>Title</b>
Michelle Jablko.....	51	Chief Executive Officer
Henry Byrne.....	45	Chief Financial Officer
Nicole Green <sup>(1)</sup> .....	52	Acting Group Executive, Victoria
Beau Memory .....	43	President, North America
Suzette Corr .....	63	Group Executive, People and Culture
Michele Huey.....	48	Group Executive, NSW
Sue Johnson .....	53	Group Executive, Queensland

Simon Moorfield.....	49	Group Executive, Customer and Technology
Hugh Wehby .....	40	Group Executive, Partners, Delivery and Risk
Fiona Last .....	52	Company Secretary
Elisabeth Ellis <sup>(2)</sup> .....	54	Acting Group General Counsel

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- (1) Nicole Green was appointed Acting Group Executive, Victoria effective October 19, 2023 following Henry Byrne’s appointment to the Chief Financial Officer role.
- (2) Elisabeth Ellis was appointed Acting Group General Counsel effective October 19, 2023 upon Nicole Green’s appointment as Acting Group Executive, Victoria.

**Henry Byrne, Chief Financial Officer**

Mr. Byrne was appointed Chief Financial Officer in October 2023.

Mr. Byrne joined us in 2007 and was appointed to the Executive Committee in 2017 as Group Executive Corporate Affairs. He has worked across most aspects of the business having held broad leadership roles across strategy, investor relations and asset management. Prior to his current role, Mr. Byrne was Group Executive, Victoria and Strategy, a role he held since 2020 – and he has retained responsibility for the Group’s Strategy function.

Mr. Byrne holds a Bachelor of Commerce and a Bachelor of Laws from Monash University.

**Nicole Green, Acting Group Executive, Victoria**

Ms. Green was appointed Acting Group Executive, Victoria in October 2023.

Ms. Green joined Transurban in January 2022 as Group General Counsel and has played an integral role in some of our biggest projects, gaining deep insights into our Victorian business. Before joining us, Ms. Green was the Infrastructure Industry Leader and a Partner in the Projects, Infrastructure & Construction Division of MinterEllison, where she focused on both high-profile infrastructure developments and large-scale commercial, industrial and residential developments. Previously, Ms. Green was MinterEllison’s Sydney Office Managing Partner and former national lead of its Government Practice. Ms. Green previously held the positions of Non-executive Director of Centuria Property Funds Limited (responsible entity of Centuria Office Fund), Deputy Chair of Infrastructure Partnerships Australia and Chair of the University of New South Wales Law and Justice Advisory Committee.

Ms. Green holds a Bachelor of Commerce and a Bachelor of Laws from the University of NSW. She is a member of the Australian Institute of Company Directors, Graduate.

**Beau Memory, President, North America**

Mr. Memory joined us in November 2023 as President, North America where he is responsible for major toll road infrastructure development, financing, construction and operations. He leads Transurban’s North American portfolio in the greater Washington, DC and Montreal, QC regions, driving customer and operational excellence, project delivery and future growth opportunities as partner of choice for governments.

Before joining us, Mr. Memory led the E-470 Public Highway Authority in Denver, Colorado, an industry leader in tolling operation, customer service and innovation, as Executive Director. Earlier in his career, he also served as Executive Director at the North Carolina Turnpike Authority and in 2021, served as Chief Operating Officer of the North Carolina Department of Transportation where he oversaw one of the largest state-maintained highway systems in the nation.

Mr. Memory holds a Bachelor of Arts in Political Science and Government from the University of North Carolina.

**Suzette Corr, Group Executive, People and Culture**

Ms. Corr joined us in February 2018 as Group Executive, People and Culture. She has responsibility for leadership, talent and succession, organisational development, diversity and inclusion, performance and remuneration, HR strategic partnering, services and systems, and workplace relations.

Prior to joining us, Ms. Corr held Group General Manager roles at ANZ, which included leadership of Group Talent and Culture, Australia Division HR, Institutional and International Division HR, and as a Director of publicly listed AMMB Holdings Ltd Malaysia. Her earlier career was in consulting at Ernst Young, and she brings substantial experience from diverse sectors and in international workforce management.

Ms. Corr holds a Bachelor of Commerce from the University of Western Australia and Master of Business Administration from the University of Queensland. She is a member of the Australian Institute of Company Directors.

**Michele Huey, Group Executive, NSW**

Ms. Huey joined us in January 2015 as Group Executive, Strategy, and was appointed to the role of Group Executive, NSW Business Operations in 2017. She is responsible for the NSW market.

Before joining us, Ms. Huey was the Group Head of Procurement and Group Head of Transformation at Lendlease Corporation, and a Principal at Booz & Company (now part of PwC) where she worked with international and national organisations across the oil and gas, resources, industrial and financial services sectors on strategy development, operational improvement programmes, and organisation transformations.

Ms. Huey holds a Bachelor of Commerce from the University of NSW and a Master of Business Administration from Harvard Business School.

**Sue Johnson, Group Executive, Queensland**

Ms. Johnson joined us in 2001 and has held several executive roles in two decades with the business. In early 2018, Ms. Johnson was appointed Group Executive, Queensland where she oversees the development, financing, construction and operations of our South East Queensland network. In her previous role as Group Executive, Customer and Human Resources, Ms. Johnson transformed our global customer-service approach.

Ms. Johnson has been a member of the Committee for Brisbane Advisory Panel and the Queensland Government Land Restoration Fund Advisory Panel.

Ms. Johnson has completed the Stanford Graduate School of Business Executive Education Programme, holds a Bachelor of Business from The University of Queensland and a Bachelor of Science from the University of Southern Queensland. She is a Graduate of the Australian Institute of Company Directors.

**Simon Moorfield, Group Executive, Customer and Technology**

Mr. Moorfield joined us in October 2020 and in his role as Group Executive, Customer and Technology he has responsibility for the product development and service proposition for our Linkt customers, as well as global technology strategy and delivery.

Mr. Moorfield has 25 years' experience in technology, innovation and transformation gained across roles held in Australia, the U.S., Europe and Asia Pacific. Before joining us, he was the Executive General Manager Future Business & Technology and Chief Information Officer at AGL. Prior to AGL, Mr. Moorfield held several CIO and executive roles in companies including the Commonwealth Bank and GE. He has an extensive background in information analytics, customer engagement and mergers and acquisitions.

Mr. Moorfield holds a Bachelor of Computer Science from RMIT University.

### **Hugh Wehby, Group Executive, Partners, Delivery and Risk**

Mr. Wehby joined us as Group Executive, Partners, Delivery and Risk in October 2020. He has responsibility for our strategic partnerships with investment partners, major project delivery, new project opportunity development, risk, and health, safety and environment.

Before joining us, Mr. Wehby held various roles at Sydney Airport including Chief Operating Officer and Chief Financial Officer, and previously worked at Macquarie Group across investment banking and asset management. He is also a Director and Chair of the Finance and Properties Committee at Northcott, a not-for-profit disability services provider, as well as an External Member of the Building and Estates Committee of The University of Sydney.

Mr. Wehby holds a Bachelor of Economics with Honours from University of Sydney and Diploma of Investor Relations from the Australasian Investor Relations Association.

### **Fiona Last, Company Secretary**

Ms. Last was appointed Company Secretary in January 2020.

Prior to joining us, Ms. Last was Company Secretary at Treasury Wine Estates, and a Senior Corporate Lawyer at National Australia Bank. Prior to her in-house work, Ms. Last worked as a corporate lawyer for legal firms in Australia, Asia and the United Kingdom. She has over 20 years' legal, company secretariat and governance experience working in Australian listed companies.

Ms. Last holds a Bachelor of Laws with Honours and a Bachelor of Commerce from the University of Melbourne, is admitted to practice as a Barrister and Solicitor in Victoria and is a Fellow of the Governance Institute of Australia.

### **Elisabeth Ellis, Acting Group General Counsel**

Ms. Ellis was appointed Acting Group General Counsel in October 2023.

Ms. Ellis joined Transurban in December 2022 as Head of Legal – Corporate. Before joining us, Ms. Ellis was the Chief Legal Officer and Company Secretary at OFX, an Australian online foreign exchange and payments company. Previously, Ms. Ellis was a partner at MinterEllison in the Projects, Infrastructure and Construction practice in the Sydney office, the Managing Partner of the Ulaanbaatar, Mongolia office and a partner in the Hong Kong office.

Ms. Ellis holds a Bachelor of Laws with Honours and a Bachelor of Science from the University of Sydney. She is a Graduate of the Australian Institute of Company Directors.

## **Compensation**

Our Board is committed to an executive remuneration framework designed to attract, motivate and retain the most skilled, experienced and capable executives by rewarding them for delivering on our business strategy and creating long-term, sustainable value for stakeholders. Our remuneration framework is reviewed annually, taking into consideration security holder and other stakeholder feedback, market expectations and regulatory developments.

The key elements of the remuneration framework for the Chief Executive Officer and other senior executives for FY2023 were as follows:

## Remuneration mix

The remuneration of the CEO and other senior executives is designed to achieve a balanced reward for achievement of short-term objectives and the creation of long-term sustainable value. The remuneration structure is a mix of fixed remuneration and variable ('at risk') remuneration through short-term and long-term incentive components. The relative weightings of the three components are as follows:

	Total remuneration % (at target)		
	Variable (at risk) components		
	Fixed TEC	STI	LTI
CEO .....	29	29	42
Other senior executives.....	41	27	32

### *Fixed remuneration or Total Employment Cost (TEC)*

Fixed remuneration or TEC is set with reference to the market median, using the ASX30 as the primary reference. Remuneration packages (including TEC levels) are reviewed annually by the Remuneration, People and Culture Committee taking into consideration an individual's role, experience and performance, as well as relevant comparative market data provided by independent remuneration consultants. TEC levels are also reviewed when a change in role occurs.

### *Short-term incentive (STI)*

The STI opportunity is subject to Transurban Group's performance as determined by the Board each year and achievement against individual performance, typically determined based on Individual Key Performance Indicators (KPI), the employee's values assessment and comparative performance against peers.

For FY2023, the Group measures were comprised of the following categories:

- Proportional EBITDA (40%);
- Proportional Net Costs (15%);
- Health, Safety and Environment (15%);
- Customer and Delivery (15%); and
- Sustainability, Reputation and Leadership (15%).

Individual KPIs:

- Individual KPIs include consideration as to role-related accountabilities and responsibilities in the context of business strategic priorities; and
- Each individual's assessment is used in determining a rating relative to peers. The overall rating is used to calculate an individual's STI using a payment schedule as determined by the Board, which is designed to recognise and reward high performance.

Delivery of STI:

- STIs awarded to senior executives include a mandatory deferral component of 50%, deferred for two years following the performance year; and

- STI deferral is into Transurban Group securities. The deferred component of remuneration may, at the discretion of the Board, be subject to forfeiture or clawback (e.g. in the event of misconduct or material misstatement of financial results).

### **Long-term incentive (LTI)**

#### *FY2023 and FY2024 LTI Awards*

For LTI awards commencing July 1, 2022, the Board approved the reintroduction of free cash flow (FCF) as the second performance hurdle. The FY2023 LTI Plan had a four-year performance period, with 50% of the award subject to relative Total Shareholder Return (TSR) and the remaining 50% of the award subject to FCF (excluding capital releases) per security growth rate. The FY2024 LTI Plan has the same performance period and measures.

For further information, see our remuneration report for the fiscal year ended June 30, 2023 (**2023 Remuneration Report**), which is included in our audited consolidated financial statements and the related notes incorporated by reference in this Offering Circular.

Information regarding remuneration of our Directors and senior executives, which includes information regarding remuneration of our key management personnel (in Australian dollars), is included in our remuneration report, which is published as part of our Corporate Report for each year.

### **Superannuation**

Superannuation is contributed to plans as nominated by the employee. The contribution is not less than the statutory minimum.

### **Board practices**

#### **Role and responsibilities**

The Board is appointed by security holders and is accountable to security holders for our performance. The Board's primary roles are to demonstrate leadership and provide overall strategic guidance and effective oversight of management in implementing our objectives and instilling our values.

To achieve these roles, the Board has reserved for itself specific responsibilities set out in our Board Charter including in relation to: leadership; strategy; governance; oversight; remuneration and performance of the CEO and senior executives; financial matters; risk management, compliance and workplace matters; and people and culture.

#### ***Board access to information and independent advice***

Our Directors receive various management and financial information concerning us. In addition, each Director is entitled to inspect and copy our Board papers and other records for any proper purpose concerning the exercise of powers and discharge of duties as a Director and has the right to seek independent professional advice at our expense, subject to prior consultation and consent.

### **Conflicts of interest**

All Directors are required to take all reasonable steps to avoid actual, potential or perceived conflicts of interests. Under the constitutions and at law, Directors must disclose any conflicts of interest and abstain from participating in any discussion or voting on matters in which they have a material personal interest.

### **Board committees, membership and charters**

To assist the Board in meeting its responsibilities, we currently have the following Board committees:

- the Audit and Risk Committee;



- the Nomination Committee; and
- the Remuneration, People and Culture Committee.

The Board may establish other committees from time to time to deal with specific matters.

### ***Audit and Risk Committee***

The Audit and Risk Committee assists the Board in fulfilling its corporate governance and oversight responsibilities relating to:

- the integrity of our financial reporting;
- the effectiveness of our systems of internal control and risk management (for financial and non-financial risks), including the risk management framework;
- the internal and external audit functions; and
- our risk profile and risk policy.

The current members of the Audit and Risk Committee are Robert Whitfield (Chair), Craig Drummond, Mark Birrell and Peter Scott. The Audit and Risk Committee meets as often as the members deem necessary in order to fulfil their role, although it is intended that the Committee meet no less than once each calendar quarter. The Audit and Risk Committee is comprised entirely of Non-executive Directors, all of whom the Board considers to be independent. The Board considers that each of the members of the Audit and Risk Committee has recent and relevant financial and accounting experience and an understanding of accounting and financial issues relevant to us.

The duties and responsibilities of the Audit and Risk Committee, as set out in its charter, are as follows:

### ***Financial reporting and internal controls***

- oversee the financial reporting processes and internal control framework in the interests of safeguarding the integrity of financial reporting;
  - review our statutory financial reports to form a view as to whether the financial statements provide a true and fair view of our financial position and performance;
  - oversee the formulation and implementation of new material accounting judgements exercised, and estimates determined, by management in preparing the financial statements;
  - review the ongoing appropriateness of material accounting judgements exercised, and estimates determined, by management in preparing our financial statements;
  - review the representations provided by management in relation to our statutory financial reports and satisfy itself that:
    - accounting records are properly maintained in accordance with statutory requirements; and
    - the CEO and CFO declaration under s.295A of the Corporations Act and the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations has been formed on the basis of a sound system of risk management and internal control which is operating effectively;
- review budget and distribution recommendations from management; and

- make recommendations arising from the above reviews, for consideration by the Board, in connection with the approval and disclosure of our statutory financial reports.

*Assessment of systems of financial and non-financial risk management and internal control*

- discuss with management, the internal auditor and the external auditor, our accounting and financial controls, and the policies and procedures to assess, monitor and supervise financial risk, business risk, tax risk, technology and cyber risk, climate-related risk, and legal and ethical compliance programmes, for the purpose of forming a view as to their appropriateness and effectiveness;
- discuss with management and the external auditor, our accounting policies and methods for the purpose of forming a view as to their appropriateness;
- review all relevant reports produced by the internal auditor and the external auditor, monitor management's response to the matters raised in those reports, and make any recommendations considered necessary; and
- review and monitor the appropriateness of related party transactions involving us and any associated disclosures in the statutory financial reports.

*Internal audit*

- review and evaluate the internal auditor's objectives, competence, resourcing and objectivity and the overall effectiveness of the internal audit function, taking into account management's views (including determining whether the internal audit function is to be provided by an internal or external party);
- if the internal audit function is to be provided by an external party:
  - recommend to the Board the appointment (and, where appropriate, replacement) of the internal auditor; and
  - review and approve the terms of the engagement of the internal auditor;
- review and approve the annual internal audit plan and work programme and conduct sufficient enquiry to be satisfied as to its adequacy;
- oversee the coordination and progress of the internal audit work programme and monitor management's responses to, and implementation of, the recommendations and findings identified;
- review, in relation to each reporting period, disclosures relating to the structure and operation of the internal audit function; and
- review and approve annually the Internal Audit Charter, noting that the Head of Internal Audit maintains a direct functional reporting line to the Committee.

*External audit*

- recommend to the Board the appointment (and, where appropriate, replacement) of the external auditor and the rotation of the lead external audit engagement partner;
- review and approve the terms of engagement of the external auditor, including their fees;
- review and make recommendations regarding the overall scope and adequacy of the external audit, including identified risk areas and any additional procedures considered necessary;

- approve external audit plans, including changes to those plans, and review progress reports prepared by the external auditor and determine whether all matters raised, including identified key audit matters, are receiving appropriate attention by management;
- engage with the auditors regarding any disagreements between the external auditor and management in relation to financial reporting; and
- monitor and periodically evaluate the effectiveness of the external auditor.

*Independence of the external auditor and provision of non-audit services*

- periodically assess the independence of the external auditor by considering the relationships and services provided by the external auditor that may lead to an actual or perceived lack of independence;
- review and approve the External Auditor Independence Policy which regulates the provision of services by the external auditor, and oversee compliance with that policy;
- receive and review a written report from the external auditor stating that the external auditor has complied with all professional and regulatory requirements relating to auditor independence prior to the completion of the statutory financial reports;
- review and recommend to the Board the appropriate statutory disclosures of the details of fees paid to the external auditor, including an analysis of non-audit services, and provide written advice to the Board as to whether the provision of non-audit services by the external auditor is compatible with the general standard of independence for auditors imposed by the Corporations Act, and has not compromised that independence, together with reasons upon which that advice is based; and
- require that the lead external audit engagement partner be rotated at least every five years, or more frequently if the Committee considers it desirable to maintain the external auditor's independence.

*Risk appetite and profile oversight*

- assist the Board in setting the risk appetite for the business, and satisfy itself that we operate with due regard to that risk appetite;
- form an opinion on the adequacy and effectiveness of our process of identifying and assessing areas of potential material risk, as well as the monitoring and controlling of identified material risks;
- review reports from management on new and emerging sources of risk and the risk controls and mitigation measures that management have put in place to manage those risks;
- compare our material risk assessment and risk profile with our policies and risk appetite and oversee whether identified material risks are reduced to or managed at levels determined to be acceptable by the Board;
- review and assess any breaches of risk controls or risk policies and oversee whether these breaches are appropriately mitigated or remedied by management; and
- make recommendations arising from the above reviews, for consideration by the Board, in relation to changes to the risk management framework or risk appetite.

*Effectiveness of the risk management framework*

- review, at least annually, and oversee management's performance against our risk management framework, to satisfy itself that it continues to be sound and that we are operating with due regard to the risk appetite set by the Board;

- review, in relation to each reporting period, the disclosure of this review taking place;
- review and monitor compliance with our Privacy Policy, Whistleblower Policy, Anti-Bribery, Corruption and Fraud Policy and Conflicts Management Policy, and review any material incidents or breaches reported to the Committee under those policies;
- request and monitor investigations into areas of risk, breaches of risk management policies and procedures and failures in internal control;
- review and oversee our tax control framework, including the Tax Risk Management Policy; and
- review and evaluate the structure and adequacy of our insurance programme.

#### *Other responsibilities*

- review our corporate report disclosures, including statutory financial reporting, performance against the risk management framework and reporting on material environmental, social and governance matters, for recommendation to the Board; and
- consider and review the preparation of any report or other disclosures to be included in the corporate report or other communications to security holders relating to the external auditor and to risk and risk management.

#### ***Nomination Committee***

The Nomination Committee assists the Board in fulfilling its responsibilities relating to the composition and performance of the Board, Board appointments and succession planning. The current members of the Nomination Committee are Craig Drummond (Chair), Mark Birrell, Patricia Cross, Marina Go, Timothy Reed, Sarah Ryan, Peter Scott and Robert Whitfield. The Nomination Committee will meet as often as the members deem necessary in order to fulfil their role, although it is intended that the Committee meet no less than two times each year.

The duties and responsibilities of the Nomination Committee, as set out in its charter, are as follows:

#### *Composition of the Board*

- monitor, review and make recommendations on matters relating to the size and composition of the Board;
- assess the appropriate balance of skills, knowledge, experience, independence and diversity required on the board and the extent to which balance is achieved; and
- review and address strategies on Board gender diversity and diversity in general.

#### *Selection, appointment and re-election of Directors*

- establish a formal and transparent procedure for the nomination, selection, appointment and re-election of Non-executive Directors, including undertaking appropriate checks;
- make recommendations regarding the appointment and re-election of Non-executive Directors;
- monitor, review and make recommendations regarding Non-executive Director tenure;
- monitor and review the process for the induction of new Non-executive Directors, and any professional development programme for existing Non-executive Directors;
- monitor and review the time commitment required by Non-executive Directors to Board matters having regard to Director commitments to us and others; and

- monitor and undertake an annual assessment of, and make recommendations to the Board regarding, the independence of each Director.

*Performance evaluation*

- make recommendations regarding the process for the annual review of the performance of individual Directors, the Board as a whole and the operation of Board Committees, including (where appropriate) the engagement of external consultants.

*Succession planning*

- make recommendations regarding Board succession, including the succession of the Chair and the CEO; and
- as it relates to the above, review senior executive and key staff succession.

*Other matters*

- review and make recommendations on matters relating to the North American Advisory Board, including size and composition of the Board and the appointment of members;
- consider and review the report of the Committee's composition, authority, responsibilities and discharge of those responsibilities for inclusion in our corporate reporting; and
- review other relevant matters identified from time to time, or as requested by the Board.

***Remuneration, People and Culture Committee***

The Remuneration, People and Culture Committee assists the Board in discharging its responsibilities by providing objective review, oversight and recommendations in relation to people and remuneration related matters, with a focus on:

- alignment of people and remuneration related policies, frameworks and practices with our purpose, strategy and culture;
- compliance with internal frameworks and legal and regulatory requirements; and
- maintaining relevance in response to changing market conditions and practices.

The current members of the Remuneration, People and Culture Committee are Patricia Cross (Chair), Marina Go, Timothy Reed, Sarah Ryan and Robert Whitfield. The Remuneration, People and Culture Committee will meet as often as the members deem necessary in order to fulfil their role, although it is intended that the Committee meet no less than three times each year.

The duties and responsibilities of the Remuneration, People and Culture Committee, as set out in its charter, are as follows:

*Management policies and programmes to develop the capability of our workforce*

- review and make a recommendation to the Board for approval of our Code of Conduct;
- review the setting of, and make recommendations to the Board for approval, measurable diversity, equity and inclusion objectives and monitor progress towards achieving those objectives;
- review changes to our Diversity and Inclusion Policy and make a recommendation to the Board for approval;
- review our gender pay equity position including plans and progress towards addressing any gaps;

- review and monitor talent management practices including the effectiveness of attraction, development, motivation and retention strategies;
- review periodic reports and metrics in relation to workforce trends, engagement and wellbeing, including relevant action plans;
- review reports and plans on workplace relations matters, including insights and implications on organisational culture;
- review senior executive succession and development planning;
- review, in relation to each reporting period, relevant disclosures for inclusion in our periodic reporting;
- make any further recommendations necessary, arising from the above reviews, for consideration by the Board; and
- consider any other relevant people and culture matters identified from time to time, or as requested by the Board.

*Remuneration framework and practices generally*

- review and monitor the effectiveness of our remuneration framework, strategies, policies and practices in achieving its objectives, including recommending any changes to the Board for approval;
- set remuneration policies and practices (where appropriate) within the remuneration framework approved by the Board; and
- consider the outcome of the annual security holder vote on the adoption of the remuneration report when reviewing our remuneration policies and practices.

*Annual disclosures and approvals*

- review the annual remuneration report so that it is consistent with the information known to the Committee, and appropriately reflects the remuneration decisions of the Committee and the Board and the outcomes of those decisions and recommend the report to the Board for approval;
- satisfy itself that our remuneration-related disclosures, including the annual remuneration report, satisfy applicable governance, accounting and legal requirements; and
- consider and review the report of the Committee's composition, authority, responsibilities and discharge of those responsibilities for inclusion in our annual reporting.

*Incentive plans*

- review and make recommendations to the Board regarding the establishment of any new, and the material amendment of the terms of any existing, incentive plans for employees including, but not limited to, equity-based plans; and
- exercise all powers, authorities and discretions relating to our incentive plans that are delegated to it by the Board and, in certain circumstances, make offers to employees under those plans.

*Remuneration and performance of the Chief Executive Officer and other senior executives*

- review the remuneration and other key employment arrangements for the CEO and other senior executives, including quantum and structure (fixed, performance-based, and equity-based), having regard to our remuneration framework which is aimed at:

- motivating executives to pursue our corporate objectives within an appropriate control framework;
- demonstrating a clear relationship between senior executive performance and conduct and remuneration; and
- ensuring due consideration to law, governance principles and market factors;
- monitor and review the setting of key accountabilities and appropriate performance measures for the CEO make a recommendation for Board approval;
- oversee the setting of key accountabilities and appropriate performance measures for other senior executives;
- monitor the performance of the CEO and assist the Chair of the Board in undertaking an annual evaluation of the CEO's performance against agreed measures, having regard to our values and risk appetite;
- review the performance evaluation process for senior executives and the CEO's annual evaluation of each senior executive's performance against agreed measures, having regard to our values and risk appetite; and
- make any recommendations necessary arising from the above reviews, for consideration by the Board.

*Remuneration of Non-executive Directors*

- monitor, review and make recommendations to the Board regarding the remuneration of the Chair of the Board and the other Non-executive Directors.

For further information, see our 2023 Remuneration Report which forms part of the Directors' Report and is included in our 2023 Corporate Report. The 2023 Remuneration Report includes a summary of our policy and strategy in connection with executive remuneration and our equity-based remuneration plans, among other matters.

## OPERATING AND FINANCIAL REVIEW

*The following discussion should be read in conjunction with our “Selected historical financial data” and consolidated financial statements, including the notes thereto, incorporated by reference in this Offering Circular. This section contains forward-looking statements that involve risks, uncertainties and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of a number of factors, including those set out in “Risk factors” and the “Forward-looking statements” disclaimer.*

### Overview

This operating and financial review is divided into the following sections:

- *Description of our Group*—a general description of our corporate and business structure, our business activities, the components of our financial results and their drivers, and economic factors affecting our business and results of operations.
- *Results of operations*—a discussion and analysis of our consolidated results of operations for the six months ended December 31, 2023 compared to the six months ended December 31, 2022, for the year ended June 30, 2023 compared to the year ended June 30, 2022 and for the year ended June 30, 2022 compared to the year ended June 30, 2021.
- *Liquidity and capital resources*—an analysis of our cash flows and sources and uses of cash.
- *Contractual and commercial commitments and off-balance sheet arrangements*—disclosure regarding off-balance sheet arrangements and contractual and commercial commitments.
- *Quantitative and qualitative disclosures about financial market risk*—disclosures regarding our financial market risks.
- *Key accounting estimates and judgements*—a discussion of our accounting policies that require critical judgements and estimates.

### Description of our Group

Transurban is a manager, developer and operator of urban toll roads in Australia and North America.

We have ownership interests in the concessions for eighteen operational toll roads in the three largest cities in Australia: Sydney, Melbourne and Brisbane. We also have ownership interests in the concessions for three toll road assets in the Greater Washington Area in the United States, and one in Montreal, Quebec in Canada. All of our toll roads are primarily located in urban areas, catering for diverse travel needs including logistics, commuting, trade, recreation and shopping. Our Australian operations consist of wholly owned concessions for five operational toll roads (CityLink in Melbourne, Victoria, and Hills M2, Lane Cove Tunnel, Cross City Tunnel and M5 West Motorway in Sydney, NSW) and partly-owned concessions for thirteen operational toll roads (Eastern Distributor, Westlink M7, M5 East Motorway, M4 Motorway, M8 Motorway, M4-M8 Link Motorway and NorthConnex in Sydney, NSW, and Gateway Motorway, Logan Motorway, Clem7, Go Between Bridge, Legacy Way and AirportlinkM7 in Brisbane, Queensland). Our United States operations consist of partly-owned concessions for three operational toll roads in the Washington, D.C. area: the 495 Express Lanes, which operate adjacent to a section of Interstate 495 (**I-495**), the major route circling Washington, D.C., the 95 Express Lanes, which operate adjacent to a section of Interstate 95 (**I-95**) and the 395 Express Lanes, which operate adjacent to a section of Interstate 395 (**I-395**) in Northern Virginia. The 395 Express Lanes are included in the concession for the 95 Express Lanes. The 395 Express Lanes extends the northern end of our 95 Express



Lanes to the Washington, D.C. border, while the newly opened Fredericksburg Extension project extends the southern end of the 95 Express Lanes to communities nearly 50 miles (80 km) south, in Fredericksburg, Virginia. The 95 and 395 Express Lanes intersect with and connect to I-495 and are a major thoroughfare into Washington, D.C. Our Canadian operations consist of a partly-owned concession for one operational toll road in Quebec: the A25 in Montreal.

In addition to our currently operational toll roads, we have four major projects in delivery, including the West Gate Tunnel project in Melbourne, the M7-M12 Integration project in Sydney, the Fredericksburg Extension project and the 495 Northern Extension project in the Greater Washington Area. We are also monitoring a number of other asset enhancement and expansion opportunities. See “*Business—Toll roads—North American assets—North American development opportunities*”, “*Business—Toll roads—Australian assets—Sydney Toll Roads—Sydney Toll Road development opportunities*” and “*Business—Toll roads—Australian assets—Brisbane Toll Roads—Brisbane Toll Road development opportunities*” for more information.

Our diversified portfolio consists of high-quality toll roads with long-dated concession lives that are integral pieces of transport infrastructure within the urban areas that they service. Our Australian toll roads connect with either other toll roads in our portfolio of assets or major public roads to form the main integrated traffic network for that urban and surrounding area. Prior to the COVID-19 pandemic, our established assets had a history of strong cash flows and revenue growth and attractive EBITDA margins. The COVID-19 pandemic and the government-mandated restrictions on movement imposed in response to it significantly reduced traffic volumes across our toll roads, resulting in lower toll revenue. Although certain changes to travel behaviour persist, traffic performance for the Group overall exceeded pre-pandemic traffic levels in FY2023. Traffic volumes in HY2024 grew across all markets with Group average daily traffic increasing 2.1% over HY2023. Traffic performance on our toll roads has been underpinned by the urban nature of our assets, demonstrating that the diversity of journeys across commuting, travel and leisure trips provides resilience throughout economic cycles.

We operate each of our toll roads under a Concession Agreement with a government entity. A Concession Agreement is the principal contract governing the terms under which we construct (as applicable), manage, operate, maintain and collect tolls on the relevant toll road during the concession term. Our Concession Agreements are long-dated with a weighted average concession life (based on Proportional toll revenue) across our portfolio of assets of 28.6 years at December 31, 2023. For our Australian concession assets, the remaining terms range between 12.0<sup>24</sup> and 41.5 years as at December 31, 2023. The remaining term for each of our United States Concession Agreements is 64.0 years as at December 31, 2023. The remaining term for our Concession Agreement for the A25 in Montreal is 18.7 years as at December 31, 2023.

All of our Australian Concession Agreements have in-built toll price uplift mechanisms. These price increase mechanisms are generally linked to a specified consumer price index and provide guaranteed pricing floors for the majority of our Australian toll roads. There are no maximum price restrictions under our United States Concession Agreements, where the toll prices are changed dynamically to manage traffic demand and flow on our tolled lanes. Our Canadian asset, the A25 in Montreal, has inflation linked pricing that escalates annually in relation to the Canadian consumer price index. In addition, the A25 tolls can increase incrementally as traffic volumes exceed peak and off-peak thresholds. Upon the expiry of each Concession Agreement, we are required to transfer the toll road assets and infrastructure of the toll road to the relevant government entity in a good state of repair.

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<sup>24</sup> The M5 West Motorway forms part of the M5 WestConnex Concession from December 2026, when the existing M5 West Motorway Concession expires, through to December 2060.

## Components of our financial results and their drivers

The key components of our revenue and expenses and the internal and external factors that affect our results are described below. See “*Risk Factors*” for further discussion of certain risks associated with the key factors discussed below and other factors that may affect our business, cash flow, financial condition and results of operations.

### Traffic

We generate most of our revenue from the tolls paid by users of our toll roads. Therefore, our revenues are highly dependent on traffic volumes.

Our ability to generate traffic on our toll roads fundamentally depends on the benefits that potential road users perceive in using our toll roads and their willingness to pay for those perceived benefits. The perception of benefit is influenced by the availability and utility of alternative infrastructure, such as toll-free roads or public transport, while willingness to pay is influenced by the cost of tolls, general and regional economic conditions, and demography.

Economic factors influencing traffic volume on our roads include levels of employment in areas served by our toll roads, taxation on road and motor vehicle use, costs associated with owning and operating a vehicle, inflation, interest rates, and income. We believe that urban toll roads like ours benefit from a significant proportion of non-discretionary travel, such as commuting to and from work, making traffic volumes less sensitive to overall economic conditions compared to travel on non-urban roads.

Demographic factors influencing traffic volumes include levels of population and employment growth (both of which are affected by migration), changes in residential and commercial land use through land development programmes, development in areas served by our toll roads, levels of carpooling and other types of ride sharing arrangements, changing travel patterns and other habits of private and commercial users of our toll roads.

Additional factors that influence our traffic volumes include the physical quality of our toll roads, the quality, proximity, and convenience of alternative roads, such as toll roads that we do not operate and toll-free roads, the nature and extent of the connections of our toll roads to other urban roads and regional highway networks as well as the existence of public transport infrastructure. Upgrades to our roads and any resulting disruptions also influence traffic volumes on our roads.

Governmental and regulatory policies, which may include transport and environmental regulation, carbon reduction programmes, congestion taxes on urban travel, other measures to restrict motor vehicle use and government transport and urban management policies and strategies, may also impact our earnings.

A summary of traffic volumes on our toll roads from FY2019 to HY2024 is provided below. This includes data for certain assets that predates our ownership of the asset.

	Average Daily Trips <sup>(1)</sup>						
	Six months ended December 31, 2023	Six months ended December 31, 2022	Year ended June 30, 2023	Year ended June 30, 2022	Year ended June 30, 2021	Year ended June 30, 2020	Year ended June 30, 2019
<b>Melbourne</b>							
CityLink .....	822,949	804,484	806,151	648,055	565,730	749,621	850,989
<b>Sydney</b>							
Cross City Tunnel.....	38,004	39,600	38,701	31,662	37,733	36,740	39,093
Hills M2.....	134,528	137,314	135,642	108,586	126,662	117,883	135,151
Lane Cove Tunnel .....	80,943	87,022	84,616	68,839	81,308	79,116	93,171
Eastern Distributor.....	54,888	56,554	55,810	43,509	49,789	52,179	58,909
M5 West Motorway.....	170,709	171,040	169,541	139,935	159,970	152,010	158,743
Westlink M7 .....	198,358	197,240	196,197	163,352	188,466	177,580	190,971
WestConnex .....	291,029	268,425	273,164	241,371	249,358	145,720	138,158

NorthConnex .....	42,378	41,270	41,322	31,693	37,701	–	–
<b>Brisbane</b>							
Clem7 .....	31,533	30,483	30,684	27,425	25,920	24,351	28,508
Go Between Bridge .....	9,999	10,254	10,139	9,701	9,654	9,310	11,027
Gateway Motorway .....	128,875	125,231	125,402	113,793	110,967	110,389	117,212
Logan Motorway .....	207,543	202,967	203,429	191,518	186,877	164,991	164,344
Legacy Way .....	24,988	24,455	24,559	21,493	20,730	19,199	20,632
AirportlinkM7 .....	64,932	62,806	62,983	54,008	52,559	54,721	62,813
<b>North America</b>							
495 Express Lanes .....	41,311	34,457	35,864	31,374	26,502	36,918	45,911
95 Express Lanes .....	61,101	60,199	61,475	54,731	39,096	46,131	50,434
A25 .....	53,134	53,056	51,859	53,739	48,968	49,081	50,886

	<b>Growth Rate</b>				
	<b>Six months ended December 31, 2023</b>	<b>Year ended June 30, 2023</b>	<b>Year ended June 30, 2022</b>	<b>Year ended June 30, 2021</b>	<b>Year ended June 30, 2020</b>
<b>Melbourne</b>					
CityLink .....	2.3%	24.4%	14.6%	(24.5)%	(11.9)%
<b>Sydney</b>					
Cross City Tunnel .....	(4.0)%	22.2%	(16.1)%	2.7%	(6.0)%
Hills M2 .....	(2.0)%	24.9%	(14.3)%	7.4%	(12.8)%
Lane Cove Tunnel .....	(7.0)%	22.9%	(15.3)%	2.8%	(15.1)%
Eastern Distributor .....	(2.9)%	28.3%	(12.6)%	(4.6)%	(11.4)%
M5 West Motorway .....	(0.2)%	21.2%	(12.5)%	5.2%	(4.2)%
Westlink M7 .....	0.6%	20.1%	(13.3)%	6.1%	(7.0)%
WestConnex .....	8.4%	27.4%	(14.0)%	71.1%	5.5%
NorthConnex .....	2.7%	30.4%	(15.9)%	–	–
<b>Brisbane</b>					
Clem7 .....	3.4%	11.9%	5.8%	6.4%	(14.6)%
Go Between Bridge .....	(2.5)%	4.5%	0.5%	3.7%	(15.6)%
Gateway Motorway .....	2.9%	10.2%	2.5%	0.5%	(5.8)%
Logan Motorway .....	2.3%	6.2%	2.5%	13.3%	0.4%
Legacy Way .....	2.2%	14.3%	3.7%	8.0%	(6.9)%
AirportlinkM7 .....	3.4%	16.6%	2.8%	(3.9)%	(12.9)%
<b>North America</b>					
495 Express Lanes .....	19.9%	14.3%	18.4%	(28.2)%	(19.6)%
95 Express Lanes .....	1.5%	12.3%	40.0%	(15.3)%	(8.5)%
A25 .....	0.1%	(3.5)%	9.7%	(0.2)%	(3.5)%

- (1) Traffic data for each asset represents Average Daily Trips, with the exception of CityLink, for which traffic data represents Average Daily Transactions. See “*Certain Definitions*” for the definitions of Average Daily Trips and Average Daily Transactions.

In addition to traffic volumes, the traffic mix across our toll roads is also a key driver of toll revenue due to the differences in toll prices charged for different vehicle classes. On our Brisbane and Melbourne assets, we charge traffic across four vehicle classes:

- cars;
- motorbikes;
- light commercial vehicles; and
- heavy commercial vehicles.

As part of the amendments to the CityLink Concession Agreement, agreed in relation to the West Gate Tunnel project, a higher toll will be charged for high productivity freight vehicles using CityLink when tolling commences following completion of the West Gate Tunnel project.

Across our Sydney and Montreal toll roads, two toll classes are separately charged, essentially light vehicles and commercial vehicles. Toll prices for commercial vehicles are typically based on a multiple of the car toll price. In Montreal, the toll price also differs by the time of the day with peak period tolls set at a higher rate when compared to off-peak tolls. Tolls in Montreal also depend on the number of axles on a vehicle.

In the United States, a different tolling structure is applied, where toll prices are changed dynamically to manage traffic demand and flow on our tolled lanes. As of December 12, 2022, vehicles seven feet and taller must pay three times the standard rate on our United States toll roads. High occupancy vehicles fitted with a transponder are not charged tolls on our toll roads in the Greater Washington Area.

### COVID-19 Traffic Impacts

The COVID-19 pandemic and the government-mandated restrictions on movement imposed in response to it significantly reduced traffic volumes across our toll roads, resulting in lower toll revenue. Although certain changes to travel behaviour persist, traffic performance for the Group overall exceeded pre-pandemic traffic levels in FY2023. Traffic volumes in HY2024 grew across all markets with Group average daily traffic increasing 2.1% over HY2023. This traffic performance demonstrates the resilience of the assets in the portfolio and reduced uncertainty related to the effects of COVID-19 on our traffic performance.

Our traffic performance has generally been underpinned by the urban nature of our assets and the diversity of journeys across commuting, business and leisure trips, providing resilience throughout economic cycles.

### Inflation

All of the Concession Agreements governing our Australian and Canadian toll roads contain mechanisms that adjust the tolls that we can charge. The mechanism used generally provides for increases in tolls on a quarterly or annual basis, based on changes in the quarterly or annual CPI. As a result of these mechanisms, increases in inflation typically cause our revenues to increase. However, our expenses are also subject to inflation.

Most of our Australian Concession Agreements do not require a reduction in tolls when the CPI decreases. However, the Concession Agreement relating to the Westlink M7 toll road does require a reduction in tolls based on deflation. Under the Concession Agreements for the Lane Cove Tunnel and the M5 West Motorway, we are not required to lower tolls as a result of deflation, however, we cannot raise tolls until inflation offsets the previous deflation.

The tolls under our United States Concession Agreements are not contractually tied to inflation, but inflation may still have an indirect impact on the toll prices charged if it affects customers' discretionary spending. These roads have variable tolls that can be raised at our discretion. These roads compete directly with adjacent non-tolled roads, and tolls are changed dynamically to manage traffic demand and flow on our tolled lanes.

A summary of the toll price escalation and applicable CPI across each asset as at December 31, 2023 is provided below.

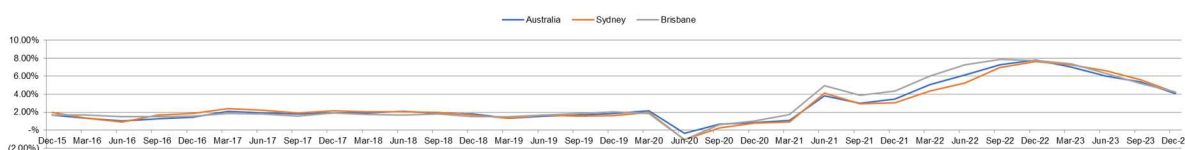
Asset	Escalation	Applicable Index
CityLink	Escalated quarterly by an equivalent of 4.25% per annum to June 30, 2029. Thereafter, escalation will be quarterly by CPI.	CPI
Hills M2	Escalated quarterly by the greater of quarterly CPI or 1%.	CPI

Lane Cove Tunnel .....	Escalated quarterly by quarterly CPI. The toll cannot be lowered as a result of deflation, however, until inflation counteracts the deflation the toll cannot be increased. Truck tolls escalated at the greater of 1% and quarterly CPI.	CPI
Cross City Tunnel .....	Escalated quarterly by quarterly CPI since June 2018 to concession end.	CPI
Eastern Distributor .....	Escalated quarterly by the greater of a weighted sum of quarterly Average Weekly Earnings and quarterly CPI or 1%.	Weighted sum of CPI and Average Weekly Earnings, Australia, seasonally adjusted
Westlink M7 .....	Escalated or de-escalated quarterly by quarterly CPI.	CPI
M5 West Motorway .....	Escalated quarterly by quarterly CPI. The toll cannot be lowered as a result of deflation, however, until inflation counteracts the deflation the toll cannot be increased.	All Groups CPI, Sydney
WestConnex Stage 1: M4 West and M4 Tunnels (M4 WestConnex Concession) .....	Escalated annually by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	CPI
WestConnex Stage 2: M8 Motorway and M5 East Motorway (M5 WestConnex Concession) .....	Escalated annually by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	CPI
WestConnex Stage 3: M4-M8 Link Tunnels and Rozelle Interchange (M4-M5 Link WestConnex Concession) .....	Escalated annually by the greater of CPI or 4% per annum until December 31, 2040. After December 31, 2040, escalation at greater of CPI or 0% per annum.	CPI
Gateway Motorway .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
Logan Motorway .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
Clem7 .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
Go Between Bridge .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
Legacy Way .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
AirportlinkM7 .....	Escalated annually at CPI. The toll cannot be lowered as a result of deflation.	All Groups CPI, Brisbane
495 Express Lanes .....	Variable, uncapped.	n/a
95 Express Lanes and 395 Express Lanes .....	Variable, uncapped.	n/a
A25 .....	Escalated annually at CPI and incrementally as traffic volumes exceed peak and off-peak thresholds.	CPI All-Items, Canada <sup>(1)</sup>

(1) CPI All-items, Canada means the total (highest level aggregate) in the CPI product classification. This index is commonly used to measure inflation in Canada.

The historic performance of inflation (All Groups CPI) across Australia, Sydney and Brisbane from December 2015 to December 2023 is provided below.

## Historical CPI Performance (Annual, Rolling Quarterly), December 31, 2015 to December 31, 2023



Source: Australian Bureau of Statistics

### Tolling systems

We collect revenue using a variety of tolling systems, and we depend on the reliable and efficient operation and maintenance of our tolling systems. For example, we depend on our information technology systems to accurately and effectively collect and process toll revenue information, and to do so in a manner that protects our customer data and which is in compliance with privacy laws.

To effectively manage our toll roads, we have advanced systems and technologies that our partners have developed, with our help, over many years. In the United States, along with our technology partners, we have developed a tolling system that incorporates dynamic toll price changes to manage demand in these lanes.

We have arrangements with other toll road operators and government agencies that enable their customers to use that road operator's or government agency's electronic tolling device, such as an electronic tag or a transponder, on our toll roads.

Across most assets, a small portion of the toll revenue to which we are entitled is not paid or collected, resulting in a loss of revenue to us. For example, we cannot issue a toll notice to a driver without an electronic tag if image processing cannot detect a valid vehicle licence plate, or when valid contact details are not available from transport authorities. Non-collection of tolls, or leakage, varies across each asset but has typically been minimal.

### Maintenance and capital expenditure

In addition to the day-to-day costs associated with operating our business, our Concession Agreements require us to undertake maintenance and capital expenditure projects from time to time on our toll roads. Our maintenance work also restores and maintains the amenity of our toll roads to support ongoing traffic volumes.

Upon the expiry of each Concession Agreement, we are required to transfer the motorway assets and infrastructure of the toll road to the relevant government entity in a good state of repair and in accordance with agreed hand over requirements.

In addition to the costs associated with maintenance and capital expenditures, undertaking maintenance or capital works can impact revenue if such works result in traffic delays that cause fewer motorists to use the affected road.

### Acquisitions and development projects

We have in the past expanded our portfolio of assets through acquisitions or bids for new projects. In the future, we may seek to acquire additional assets or businesses, or develop new brownfield or greenfield toll roads.

We have delivered a number of projects under a Public Private Partnership model, including CityLink in Melbourne, Westlink M7 in Sydney and 495 Express Lanes, 95 Express Lanes and 395 Express Lanes in the Greater Washington Area in the United States. See "*Business—Public Private Partnerships*" for further information. We have also been able to create additional capacity and reduce inefficiencies on certain toll roads through a number of asset enhancements.

More recently, we have been involved in a number of major projects in Australia, including the following:

- we and the other NWRG shareholders developed and delivered the NorthConnex project, which involved building a 5.6 mile (9 km) twin-tunnel toll road between the M1 Pacific Motorway and Hills M2 in northern Sydney. NorthConnex opened to traffic on October 31, 2020;
- we have contracted with the Victorian Government to build, toll and operate the West Gate Tunnel project, which comprises two additional traffic lanes in each direction on the West Gate Freeway from the M80 Interchange to Williamstown Road, twin tunnels and elevated motorway to connect the West Gate Freeway with the Port of Melbourne, CityLink and the Melbourne CBD, providing an alternate river crossing and easing pressure on the West Gate Bridge. Major construction commenced in early 2018. We currently expect completion of the project to occur by the end of 2025. See “*Business—Toll roads—Australian assets—Melbourne Toll Road—Melbourne Toll Road developments—West Gate Tunnel project*” for further information; and
- the M7-M12 Integration project reached financial close on February 28, 2023, and construction works have commenced. See “*Business Toll roads—Australian assets—Sydney Toll Roads—Sydney Toll Road developments—M7-M12 Integration project*” for more information.

Each of these projects resulted from an unsolicited proposal provided by us to the relevant government.

A summary of our acquisition and development activity for FY2023 and HY2024 is provided below:

<b>Jurisdiction</b>	<b>Description</b>
Melbourne .....	Ongoing West Gate Tunnel project. We expect completion of the West Gate Tunnel project to occur in late 2025.
Sydney .....	The M4-M8 Link Tunnels (Stage 3A of the WestConnex project) opened to traffic on January 20, 2023.  The Rozelle Interchange (Stage 3B of the WestConnex project) opened to traffic on November 26, 2023.  Ongoing construction on the M7-M12 Integration project, which we expect to complete in 2026.
North America .....	Financial close of Fredericksburg Extension project in July 2019, which opened to traffic in August 2023.  Ongoing construction on the 495 Northern Extension project, which we expect to open to traffic in 2025.  On March 10, 2023, we announced that AM Partners decided not to proceed with the Maryland Express Lanes project and, as a result, submitted a notice to MDOT terminating the preferred developer agreement.

The completion of brownfield acquisitions or greenfield toll roads can have a material impact on our toll revenue. Development projects on existing assets typically impact our revenue over two phases: an initial reduction in traffic during construction because of disruption, followed by an uplift in traffic post-construction.

On September 21, 2023, the ACCC announced that it opposed our proposed acquisition of a majority interest in Horizon Roads Pty Limited, which operates the EastLink toll road in Melbourne, concluding that the transaction would be likely to substantially lessen competition for future toll road concessions in Victoria. See “*Risk factors— Factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the*

*Programme—We are subject to various laws and regulations including in relation to competition, environmental, health and safety and labour regulations”.*

VDOT has also indicated that it is exploring the southern extension of the 495 Express Lanes by approximately 11 miles (18 km) from the Springfield interchange in Fairfax County, Virginia, across the Woodrow Wilson Memorial Bridge, to the MD 210 interchange in Prince George’s County, Maryland, with environmental reviews commencing.

### **Finance costs**

Finance costs are one of the largest individual components of our expenses. As at December 31, 2023, we had proportional drawn Australian dollar-denominated debt of A\$20.7 billion, drawn U.S. dollar-denominated debt of U.S.\$1.6 billion and drawn Canadian dollar-denominated debt of CAD0.8 billion, primarily consisting of bank debt, government debt (in the form of TIFIA loans and Commonwealth Loans) and senior corporate bonds, comprising United States private placement notes, domestic Australian dollar notes, 144A notes, Canadian dollar medium term notes (CMTN), European medium term notes (EMTN), Norwegian Krone medium term notes (NKMTN) and Swiss Franc medium term notes.

The weighted average interest rate of our proportional drawn debt (excluding letters of credit) as at December 31, 2023 for:

- Australian dollar-denominated debt, was 4.3% (4.1% as at June 30, 2023);
- U.S. dollar-denominated debt, was 3.6% (3.6% as at June 30, 2023); and
- Canadian dollar-denominated debt, was 4.9% (4.9% as at June 30, 2023).

We manage interest rate risk by entering into fixed rate debt facilities or by using interest rate swaps to hedge floating rate debt. Our policy is to hedge interest rate exposure to between 80% and 100% of drawn debt while complying with the covenant requirements of our funding facilities. As at December 31, 2023, 94.6% of our proportional debt was hedged (96.4% as at June 30, 2023).

### **Foreign exchange risk**

We operate internationally and are exposed to foreign exchange risk when transactions and assets and liabilities are denominated in a currency that is not our functional currency.

We view foreign currency exposures as either investment exposures or operating exposures. We generally manage exposures from investments in foreign assets by incurring a portion of our debt in the foreign currency of our foreign assets. Our policy is to ensure that, at any time, all known material operating exposures for the following 12 months are hedged using hedging instruments, or offset by drawing on foreign currency funds.

We use hedging instruments such as cross-currency swaps, forward exchange contracts as well as natural hedges such as foreign currency-denominated operating expenses and foreign currency borrowings, to manage these exposures.

### **General economic conditions**

The COVID-19 pandemic and the government-mandated restrictions on movement imposed in response to it significantly reduced traffic volumes across our toll roads, resulting in lower toll revenue. Although certain changes to travel behaviour persist, traffic performance for the Group overall exceeded pre-pandemic traffic levels in FY2023. Traffic volumes in HY2024 grew across all markets with Group average daily traffic increasing 2.1% over HY2023.

The global economy has been impacted by concerns over increasing geopolitical tension, increasing global uncertainty, barriers to trade, inflationary pressures, central bank action to address inflation and changes in



inflationary expectations, interest rates, volatility in the banking sector, disruption to global shipping lanes and supply chains and the constrained availability of goods and services generally.

Despite uncertainty in near term economic outlook, the core fundamentals of our business remain unchanged. We believe portfolio-wide organic growth will continue to be supported over time because:

- our roads are located in urbanised markets with large, growing populations and existing congestion issues requiring continued infrastructure investment;
- trips on our roads arise from diverse sources including commuting, logistics, trade, recreation and shopping;
- our assets have embedded toll escalation through to the end of each concession; and
- our assets have a weighted average concession life (based on Proportional toll revenue) of 28.6 years across the portfolio, at December 31, 2023.

These core business fundamentals are supplemented by a large pipeline of emerging expansion opportunities.

## **Key income statement items**

### **Toll revenue**

We generate most of our revenue from the tolls paid by users of our toll roads. Total tolls paid is largely driven by trip volume and vehicle class mix. Tolls that are charged differ based on classes of motor vehicles using our toll roads. In Canada, our toll prices are higher for peak period trips relative to off-peak trips and also differ based on the number of axels on a vehicle. Toll prices on our U.S. tolled lanes are adjusted dynamically to manage traffic demand and flow.

We also earn revenue from fees paid by users of our toll roads who do not have a valid account, pass or arrangement with us or another tolling operator. Fees include late toll fees, infringement charges and video and image processing fees.

### **Other revenue**

Other revenue includes management fee revenue arising from the Group acting as an operator of an asset under a master services agreement for one of its joint controlled entities, roaming fees, which are fees charged for facilitating the collection of tolls via electronic tags or transponders, advertising revenue, business development revenue, construction performance fees and other road revenue.

### **Construction revenue and costs**

If a Concession Agreement includes a design and construction element, we recognise revenue equal to the costs incurred for the construction of the asset. We account for construction services as a single performance obligation and we recognise revenue in line with the progress of construction services provided over time. The progress of construction is measured by reference to costs incurred to date. We do not recognise a margin on construction contracts, except for instances where we provide construction-related services to a third party. As a result, our construction revenue and construction costs are generally consistent.

### **Expenses**

We classify our operating expenses as:

- employee benefits expense, which includes all employee-related costs such as salaries and on-costs, superannuation and share based payment expenses;

- road operating costs, which include tolling expenses, maintenance activities and asset management costs, such as road repairs and road system expenses; and
- corporate and other expenses, which include concession fees, information technology, professional services, marketing and other general overhead costs.

We undertake two types of maintenance expense activities (included within road operating costs above):

- annual recurring maintenance activities are undertaken on a day-to-day basis, such as minor pavement repairs and line marking. These activities are expensed in the income statement as incurred; and
- lifecycle major maintenance, which represents our contractual obligation to maintain toll roads and related infrastructure to a specified level of serviceability and/or to restore the infrastructure to a specified condition before handing it back to the relevant government entity pursuant to our Concession Agreements. The maintenance provision for lifecycle major maintenance is built up over time by recognising an expense in the income statement for the present value of the forecast maintenance expenditure, based on the wear and tear on our toll roads and related infrastructure to date. The actual major maintenance spend each year reduces the maintenance provision, and depending on where in the maintenance cycle a road may be, the cash maintenance spend could vary materially from the maintenance expense recognised during a given period.

### **Depreciation and amortisation**

The majority of our depreciation and amortisation expense relates to the amortisation of concession assets. Concession assets represent our rights to operate roads under Concession Agreements for finite terms. All of our concession assets are classified as intangible assets and are amortised on a straight line basis over the term of the right to operate the asset. Where there are changes to the concession term, for example extensions to the concession term in connection with enhancement projects, the amortisation profile is adjusted to reflect the revised Concession Agreement.

### **Net finance costs**

Finance income comprises unrealised remeasurement gains on derivatives, interest income on financial assets at amortised cost, bank deposits, net remeasurement of derivative financial instruments and net foreign exchange gains.

Finance costs relate to unrealised remeasurement losses on derivatives, interest and finance charges paid on external debt borrowings, unwind of discounts on liabilities (in relation to construction obligation payments, maintenance provisions, promissory notes and concession notes), net remeasurement of derivative financial instruments and net foreign exchange losses.

Changes to the estimated timing of forecast payments and receipts for the above assets and liabilities will cause changes to the discount recognised in finance income or finance expense.

Net finance costs only includes the costs incurred by our controlled entities. Net finance costs incurred by our equity accounted investments (NWRG, Sydney Transport Partners, Transurban Chesapeake and A25, as at December 31, 2023) are reflected in our share of net profits of equity accounted investments.

### **Share of net profits of equity accounted investments**

Our share of profits or losses from joint ventures represents our share of earnings after tax from these entities. Our equity accounted investments include the following:

- STP JV: The Group has a 50% ownership interest in the STP JV, which was established to facilitate the acquisition of WestConnex. During FY2022, the STP JV increased its ownership interest in WestConnex from 51% to 100%;
- NWRG: The Group has a 50% ownership interest in NWRG, which holds 100% of the Westlink M7 Group and the NorthConnex Group;
- Transurban Chesapeake: Effective March 31, 2021, the Group had a 50% ownership interest in Transurban Chesapeake, following the divestment of 50% of the Group's equity interest in Transurban Chesapeake. Transurban Chesapeake holds 100% ownership interest in 95 Express Lanes and 495 Express Lanes; and
- A25: Following the completion of the sale of the Group's controlling interest in A25 on February 28, 2023, the Group has a 50% ownership interest in Skawanoti Holdings LP, which holds 100% of the ownership interest in the A25 Group.

### **Income tax expense/benefit**

We operate as a stapled group comprising two corporate entities, THL and TIL and a trust, THT. THT operates as a flow through trust and is not liable to pay tax itself. Instead, security holders are subject to tax on the income that is reasonably attributed to them by THT at their individual marginal tax rates. We are structured this way because the initial heavy capital investment and associated debt funding required for infrastructure investments results in accounting losses being generated in the initial years that prevent a corporate entity from paying dividends. Our stapled structure allows THT to make distributions to security holders throughout the life of our assets.

The income tax expense/benefit for the period is the tax payable or benefit, calculated on an estimate of the current period's taxable income based on the applicable income tax rate for each jurisdiction, adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

The current and deferred income tax expense is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in Australia, the United States and Canada, where we operate our toll roads. In evaluating positions taken in tax returns, we take into account situations for which the applicable tax legislation is subject to interpretation. We establish provisions where appropriate on the basis of amounts expected to be paid to the tax authorities in the future.

### **Proportional results by geographical region**

We operate in one business sector only: the development, operation and maintenance of toll roads. In accordance with AASB 8 Operating Segments, our segments are determined by geographical regions, being Melbourne, Sydney and Brisbane in Australia, and North America (consisting of the Greater Washington Area and Montreal toll roads).

We assess the performance of the regions in which we operate on a proportional basis. To arrive at the proportional result, a portion of results representing non-controlling interests in our controlled roads is removed from our statutory results and a portion of results representing our interests in non-controlled (equity accounted) assets is included.

Our corporate function is not a reportable segment under the requirements of AASB 8, as its revenue generating activities are only incidental to our business.

## Results of operations

### Comparison of the six months ended December 31, 2023 to the six months ended December 31, 2022

	For the six months ended December 31,	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Continuing operations</b>		
<b>Revenue</b>		
Toll revenue <sup>(1)</sup> .....	1,484	1,436
Construction revenue .....	539	508
Other revenue .....	102	88
<b>Total revenue</b> .....	<b>2,125</b>	<b>2,032</b>
<b>Expenses</b>		
Employee benefits expense .....	(191)	(170)
Road operating costs .....	(190)	(195)
Construction costs .....	(539)	(508)
Transaction and integration costs .....	–	–
Corporate and other expenses .....	(73)	(92)
<b>Total expenses before depreciation, amortisation and finance costs</b> .....	<b>(993)</b>	<b>(965)</b>
Amortisation .....	(466)	(493)
Depreciation .....	(70)	(77)
<b>Total depreciation and amortisation</b> .....	<b>(536)</b>	<b>(570)</b>
Finance income .....	159	87
Finance costs .....	(362)	(454)
<b>Net finance costs</b> .....	<b>(203)</b>	<b>(367)</b>
Share of net losses of equity accounted investments .....	(142)	(172)
<b>Profit/(loss) before income tax</b> .....	<b>251</b>	<b>(42)</b>
Income tax benefit/(expense) .....	(21)	97
<b>Profit for the half year</b> .....	<b>230</b>	<b>55</b>
<b>Profit attributable to:</b>		
Ordinary security holders of the stapled group .....	204	41
Non-controlling interests–other .....	26	14

- (1) Toll revenue for the six months ended December 31, 2022 is recognised net of a revenue share of A\$12 million paid to the grantor of A25, the Ministry of Transport of Quebec.

## Key Activities

Six months ended December 31, 2023	Six months ended December 31, 2022
<p>The Rozelle Interchange (Stage 3B of the WestConnex project) was completed and opened to traffic on November 26, 2023.</p> <p>Construction continued on the West Gate Tunnel project with project milestones being achieved in tunnel and mechanical and electrical fit out as well as continued progress above ground.</p> <p>The main line of the Fredericksburg Extension opened in August 2023 and opened to traffic across all access points in December 2023.</p>	<p>Construction continued on the West Gate Tunnel project with the widening and strengthening of existing bridges along the West Gate Freeway complete and significant progress on tunnel and portal excavation, with inbound tunnel excavation subsequently completed February, 2023.</p> <p>Construction continued on WestConnex M4-M8 Link Tunnels, which were subsequently opened in January 2023, ahead of schedule and on budget.</p>

## Revenue

### *Toll revenue*

Toll revenue increased A\$48 million, or 3.3%, to A\$1,484 million for the six months ended December 31, 2023 from A\$1,436 million for the six months ended December 31, 2022. This increase was primarily due to traffic volume growth across all markets with average daily traffic increasing 2.1% across the business, as well as the impact of contractual toll price escalation, partially offset by a reduction in revenue as a result of the sale of 50% of the Group's interest in A25 on February 28, 2023.

### *Construction revenue*

Construction revenue increased A\$31 million, or 5.9%, to A\$539 million for the six months ended December 31, 2023 from A\$508 million for the six months ended December 31, 2022. This increase was primarily due to increased construction activity on the West Gate Tunnel project.

### *Other revenue*

Other revenue increased A\$14 million, or 16.1%, to A\$102 million for the six months ended December 31, 2023 from A\$88 million for the six months ended December 31, 2022. This increase was primarily driven by increases to management fees charged by the Group due to inflation and the timing of operations and maintenance (O&M) activities, as well as increased roaming fee revenue due to higher traffic volumes.

## Expenses

### *Employee benefits expense*

Employee benefits expense increased A\$21 million, or 12.5%, to A\$191 million for the six months ended December 31, 2023 from A\$170 million for the six months ended December 31, 2022. This increase was primarily driven by increased headcount and higher salaries due to inflationary increases.

### *Road operating costs*

Road operating costs decreased A\$5 million, or 1.9%, to A\$190 million for the six months ended December 31, 2023 from A\$195 million for the six months ended December 31, 2022. This decrease was due to the impact of the disposal of our 50% interest in A25, increased gains from the revaluation of Power Purchase Agreement

derivatives, and the timing of O&M activities; partially offset by increases in asset management and tolling expenses due to inflation.

### **Construction costs**

Construction costs increased A\$31 million, or 5.9%, to A\$539 million for the six months ended December 31, 2023 from A\$508 million for the six months ended December 31, 2022. This increase was primarily driven by increased construction activity on the West Gate Tunnel project.

### **Corporate and other expenses**

Corporate and other expenses decreased A\$19 million, or 20.7%, to A\$73 million for the six months ended December 31, 2023 from A\$92 million for the six months ended December 31, 2022. This decrease was primarily due to decreased software subscription and maintenance costs for new software applications and decreased consulting expenditure due to the termination of the AM Partners predevelopment agreement.

### **Depreciation and amortisation**

Depreciation and amortisation decreased A\$34 million, or 6.1%, to A\$536 million for the six months ended December 31, 2023 from A\$570 million for the six months ended December 31, 2022. This decrease was primarily due to a reduction in amortisation as a result of the sale of 50% of the Group's interest in A25.

### **Net finance costs**

Net finance costs decreased A\$164 million, or 44.7%, to A\$203 million for the six months ended December 31, 2023 from A\$367 million for the six months ended December 31, 2022. This decrease was mostly driven by the decrease in revaluation losses recognised on derivatives and other financial instruments from the movement of the Australian dollar basis curve against major foreign currencies, increased interest income on financial assets and bank deposits due to rising interest rates, and lower interest expenses primarily due to capitalised interest on funding for the West Gate Tunnel project. Refer to Note B8 in our interim consolidated financial statements for HY2024 for further information.

### **Share of net losses of equity accounted investments**

Our share of net losses from equity accounted investments decreased A\$30 million, or 16.7%, to A\$142 million for the six months ended December 31, 2023 from A\$172 million for the six months ended December 31, 2022. This decrease was due to an increase in our share of profit recognised from NWRG due to the utilisation of unrecognised cumulative losses, and the reduction of the share of loss from Transurban Chesapeake, partially offset by an increased share of loss from STP JV and A25.

### **Income tax benefit/(expense)**

Income tax benefit/(expense) reversed by A\$118 million from a A\$97 million benefit for the six months ended December 31, 2022 to an expense of A\$21 million for the six months ended December 31, 2023. This reversal was due to a pre-tax profit in the latter period compared to a loss in the prior comparative period.

### **Proportional results by geographical region for the six months ended December 31, 2023 and December 31, 2022**

<b>Proportional Results by Geographical Region<sup>(1)</sup></b>					
<b>Melbourne</b>	<b>Sydney</b>	<b>Brisbane</b>	<b>North America<sup>(2)</sup></b>	<b>Corporate and other</b>	<b>Total</b>
<b>Six months ended December 31, 2023</b>					
<i>(A\$ millions)</i>					

**Proportional revenue**

Toll revenue .....	475	878	288	122	–	1,763
Other revenue.....	14	15	2	4	(3)	32
<b>Total proportional revenue .</b>	<b>489</b>	<b>893</b>	<b>290</b>	<b>126</b>	<b>(3)</b>	<b>1,795</b>
<b>Proportional EBITDA .....</b>	<b>403</b>	<b>694</b>	<b>212</b>	<b>80</b>	<b>(58)</b>	<b>1,331</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.
- (2) Proportional segment information includes the results of A25 at 50% proportional ownership following the divestment of a 50% interest on February 28, 2023. See Note B3 to our interim consolidated financial statements for HY2024 for further information.

#### Proportional Results by Geographical Region<sup>(1)</sup>

	Melbourne	Sydney	Brisbane	North America	Corporate and other	Total
<b>Six months ended December 31, 2022</b>						
<i>(A\$ millions)</i>						
<b>Proportional revenue</b>						
Toll revenue .....	446	835	260	117	–	1,658
Other revenue.....	12	16	2	8	(3)	35
<b>Total proportional revenue .</b>	<b>458</b>	<b>851</b>	<b>262</b>	<b>125</b>	<b>(3)</b>	<b>1,693</b>
<b>Proportional EBITDA .....</b>	<b>381</b>	<b>674</b>	<b>190</b>	<b>74</b>	<b>(81)</b>	<b>1,238</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.
- (2) Proportional segment information includes the results of A25 at 100% ownership for the six months ended December 31, 2022.

Set forth below is a discussion of our operating segment results for the six months ended December 31, 2023 compared to the six months ended December 31, 2022.

#### Melbourne

	<b>Six months ended December 31<sup>(1)</sup></b>	
	<b>2023</b>	<b>2022</b>
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Proportional revenue</b>		
Toll revenue	475	446
Other revenue	14	12
<b>Total proportional revenue</b>	<b>489</b>	<b>458</b>
<b>Proportional EBITDA</b>	<b>403</b>	<b>381</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

#### *Proportional revenue*

Proportional revenue increased A\$31 million, or 6.7%, to A\$489 million for the six months ended December 31, 2023 from A\$458 million for the six months ended December 31, 2022. This increase was primarily driven by higher toll revenue due to a 2.3% increase in traffic volume across the period as well as contractual toll price escalations.

#### *Proportional EBITDA*

Proportional EBITDA increased A\$22 million, or 5.8%, to A\$403 million for the six months ended December 31, 2023 from A\$381 million for the six months ended December 31, 2022. This increase was primarily due to the increase in proportional toll revenue.

Proportional EBITDA margin decreased from 85.5% to 84.9% over the same period.

### **Sydney**

	<b>Six months ended December 31<sup>(1)</sup></b>	
	<b>2023</b>	<b>2022</b>
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Proportional revenue</b>		
Toll revenue	878	835
Other revenue	15	16
<b>Total proportional revenue</b>	<b>893</b>	<b>851</b>
<b>Proportional EBITDA</b>	<b>694</b>	<b>674</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information.

#### *Proportional revenue*

Proportional revenue increased A\$42 million, or 5.1%, to A\$893 million for the six months ended December 31, 2023 from A\$851 million for the six months ended December 31, 2022. This increase was primarily driven by higher toll revenue due to a 1.2% increase in traffic volume across the period, including the opening of the M4-M8 Link Motorway.

#### *Proportional EBITDA*

Proportional EBITDA increased A\$20 million, or 3.0%, to A\$694 million for the six months ended December 31, 2023 from A\$674 million for the six months ended December 31, 2022. This increase was primarily due to the increase in proportional toll revenue, offset by increases in volume related tolling expenses and costs associated with the M4-M8 Link Motorway.

Proportional EBITDA margin decreased from 80.7% to 79.0% over the same period.



## Brisbane

	Six months ended December 31 <sup>(1)</sup>	
	2023	2022
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Proportional revenue</b>		
Toll revenue	288	260
Other revenue	2	2
<b>Total proportional revenue</b>	<b>290</b>	<b>262</b>
<b>Proportional EBITDA</b>	<b>212</b>	<b>190</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### *Proportional revenue*

Proportional revenue increased A\$28 million, or 10.4%, to A\$290 million for the six months ended December 31, 2023 from A\$262 million for the six months ended December 31, 2022. This increase was due to higher toll revenue due to a 2.6% increase in traffic volume and contractual toll price escalations.

### *Proportional EBITDA*

Proportional EBITDA increased A\$22 million, or 11.4%, to A\$212 million for the six months ended December 31, 2023 from A\$190 million for the six months ended December 31, 2022. This increase was primarily due to the increase in proportional toll revenue.

Proportional EBITDA margin increased from 72.9% to 73.5% over the same period.

## North America

	Six months ended December 31 <sup>(1)</sup>	
	2023 <sup>(1)</sup>	2022
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Proportional revenue<sup>(3)</sup></b>		
Toll revenue	122	117
Other revenue	4	8
<b>Total proportional revenue</b>	<b>126</b>	<b>125</b>
<b>Proportional EBITDA</b>	<b>80</b>	<b>74</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

(2) Proportional segment information for the six months ended December 31, 2023 includes the results of A25 at 50% proportional ownership following the divestment of a 50% interest on February 28, 2023.

- 
- (3) Proportional revenue includes A25 income streams relating to availability payments and guaranteed toll income which are classified as toll revenue and other revenue.

*Proportional revenue*

Proportional revenue increased A\$1 million, or 0.1%, to A\$126 million for the six months ended December 31, 2023 from A\$125 million for the six months ended December 31, 2022, due to higher traffic volumes and an increase in average toll prices for the Greater Washington Area assets, which were partially offset by the impact of the divestment of 50% of our interest in A25 on February 28, 2023.

*Proportional EBITDA*

Proportional EBITDA increased A\$6 million, or 8.4%, to A\$80 million for the six months ended December 31, 2023 from A\$74 million for the six months ended December 31, 2022. This increase was due to the increase in proportional toll revenue, partially offset by the impact of the divestment of 50% of our interest in A25 on February 28, 2023.

Proportional EBITDA margin increased from 62.7% to 65.7% over the same period.

## Comparison of the year ended June 30, 2023 to the year ended June 30, 2022

	For the year ended June 30,	
	2023	2022
	<i>(A\$ millions)</i>	<i>(A\$ millions)</i>
<b>Continuing operations</b>		
<b>Revenue</b>		
Toll revenue <sup>(1)</sup>	2,831	2,324
.....		
Construction revenue	1,142	911
.....		
Other revenue	184	171
.....		
<b>Total revenue</b>	<b>4,157</b>	<b>3,406</b>
.....		
<b>Expenses</b>		
Employee benefits expense	(347)	(315)
.....		
Road operating costs	(392)	(343)
.....		
Construction costs	(1,142)	(911)
.....		
Transaction and integration costs	(2)	(13)
.....		
Corporate and other expenses	(166)	(143)
.....		
<b>Total expenses before depreciation, amortisation and finance costs</b>	<b>(2,049)</b>	<b>(1,725)</b>
.....		
Amortisation	(962)	(996)
.....		
Depreciation	(149)	(111)
.....		
<b>Total depreciation and amortisation</b>	<b>(1,111)</b>	<b>(1,107)</b>
.....		
Finance income	222	343
.....		
Finance costs	(867)	(809)
.....		
Net finance costs	(645)	(466)
.....		
Share of net losses of equity accounted investments .....	(327)	(368)
Gain on disposal of interest in subsidiary	41	–
.....		
<b>Profit/(loss) before income tax</b>	<b>66</b>	<b>(260)</b>
.....		
Income tax benefit	26	276
.....		
<b>Profit for the year</b>	<b>92</b>	<b>16</b>
.....		
<b>Profit/(loss) attributable to:</b>		
Ordinary security holders of the stapled group	64	19
.....		

- (1) Toll revenue for the years ended June 30, 2023 and 2022 is recognised net of a revenue share of A\$16 million and A\$24 million, respectively, paid to the grantor of A25, the Ministry of Transport of Quebec.

## Key Activities

Year ended June 30, 2023	Year ended June 30, 2022
<p>Sale of 50% of our equity interest in the A25 to CDPQ.</p> <p>Construction continued on the West Gate Tunnel project with the widening and strengthening of existing bridges along the West Gate Freeway complete, as well as the completion of tunnelling.</p> <p>Construction was completed on WestConnex M4-M8 Link Tunnels, which was opened in January 2023, ahead of schedule and on budget.</p> <p>Commencement of preliminary works on the M7-M12 Integration project.</p>	<p>Construction continued on the West Gate Tunnel project. We reached final agreement on revised terms for the delivery of the West Gate Tunnel project.</p> <p>Acquisition of the remaining 49% of WestConnex from the NSW Government to take Transurban's total ownership interest to 50%.</p> <p>Group equity issuance and equity injection to Sydney Transport Partners Joint Venture.</p>

## Revenue

### *Toll revenue*

Toll revenue increased A\$507 million, or 21.8%, to A\$2,831 million for the year ended June 30, 2023 from A\$2,324 million for the year ended June 30, 2022. This increase was primarily driven by higher traffic volumes across the majority of our toll roads, particularly in Sydney and Melbourne, which both experienced a 24% increase in ADT compared to FY2022 as COVID-19 related lockdowns and other mobility restrictions were lifted.

### *Construction revenue*

Construction revenue increased A\$231 million, or 25.4%, to A\$1,142 million for the year ended June 30, 2023 from A\$911 million for the year ended June 30, 2022. This increase was primarily driven by increased construction activity on the West Gate Tunnel project.

### *Other revenue*

Other revenue increased A\$13 million, or 7.3%, to A\$184 million for the year ended June 30, 2023 from A\$171 million for the year ended June 30, 2022. This increase was primarily driven by increased roaming fee revenue due to higher traffic volumes and increases to management fees charged by the Group due to inflation.

## Expenses

### *Employee benefits expense*

Employee benefits expense increased A\$32 million, or 10.4%, to A\$347 million for the year ended June 30, 2023 from A\$315 million for the year ended June 30, 2022. This increase was primarily driven by increased headcount and higher salaries due to inflationary increases.

#### *Road operating costs*

Road operating costs increased A\$49 million, or 14.4%, to A\$392 million for the year ended June 30, 2023 from A\$343 million for the year ended June 30, 2022. This increase was primarily driven by increased tolling expenses from higher traffic volumes and increases in asset management costs due to inflation as well as the timing of O&M activities.

#### *Construction costs*

Construction costs increased A\$231 million, or 25.4%, to A\$1,142 million for the year ended June 30, 2023 from A\$911 million for the year ended June 30, 2022. This increase was primarily driven by increased construction activity for the West Gate Tunnel project.

#### *Transaction and integration costs*

Transaction and integration costs decreased A\$11 million, or 81.1%, to A\$2 million for the year ended June 30, 2023 from A\$13 million for the year ended June 30, 2022. This decrease primarily reflected the one-off cost of A\$13 million in FY2022 relating to the acquisition of the remaining 49% equity stake in WestConnex.

#### *Corporate and other expenses*

Corporate and other expenses increased A\$23 million, or 15.3%, to A\$166 million for the year ended June 30, 2023 from A\$143 million for the year ended June 30, 2022. This increase was primarily driven by increased software subscription and maintenance costs for new software applications and increased consulting expenditure, including costs relating to the AM Partners predevelopment agreement.

#### **Depreciation and amortisation**

Depreciation and amortisation increased A\$4 million, or 0.3%, to A\$1,111 million for the year ended June 30, 2023 from A\$1,107 million for the year ended June 30, 2022. This increase primarily reflects increased depreciation from recently completed projects, partially offset by decreased amortisation from the disposal of the A25.

#### **Net finance costs**

Net finance costs increased A\$179 million, or 38.9%, to A\$645 million for the year ended June 30, 2023 from A\$466 million for the year ended June 30, 2022. This increase was primarily driven by net unrealised remeasurement losses attributable to derivative financial instruments, primarily caused by hedge accounting ineffectiveness in connection with a downward shift in the Australian dollar basis curve relative to other foreign currencies, which resulted in a change of fair value of cross-currency interest rate swaps due to a decrease in the interest rate curve during the period.

#### **Share of net losses of equity accounted investments**

Share of net losses from equity accounted investments decreased A\$41 million, or 11.3%, to A\$327 million for the year ended June 30, 2023 from A\$368 million for the year ended June 30, 2022. The decrease was primarily driven by a decrease related to share of loss from Transurban Chesapeake and Sydney Transport Partners, partially offset by an increased share of loss from AM Partners due to the termination of the predevelopment agreement.

#### **Gain on disposal of interest in subsidiary**

Gain on disposal of interest in subsidiary was A\$41 million for the year ended June 30, 2023 where no such gain was reflected for the year ended June 30, 2022, reflecting the recognition of a pre-tax gain of A\$41 million from the sale of 50% of our equity interest in the A25. The sale was completed to CDPQ on February 28, 2023 for gross sale proceeds of C\$355 million (A\$389 million). A25 is not considered to meet the criteria for classification as a discontinued operation given its size relative to the Group.

**Income tax benefit**

Income tax benefit decreased A\$250 million, or 90.8%, to A\$26 million for the year ended June 30, 2023 from A\$276 million for the year ended June 30, 2022. This decrease was primarily driven by the disposal of the A25 and recognition of the equity accounted investment and current period pre-tax profit compared to a loss in FY2022.

## Proportional Results by geographical region for the years ended June 30, 2023 and June 30, 2022

	Proportional Results by Geographical Region <sup>(1)</sup>					
	Melbourne	Sydney	Brisbane	North America	Corporate and other	Total
	Year ended June 30, 2023					
(A\$ millions)						
<b>Proportional revenue</b>						
Toll revenue .....	894	1,668	520	232	–	3,314
Other revenue .....	25	29	4	13	(3)	68
<b>Total proportional revenue.....</b>	<b>919</b>	<b>1,697</b>	<b>524</b>	<b>245</b>	<b>(3)</b>	<b>3,382</b>
<b>Proportional EBITDA.....</b>	<b>756</b>	<b>1,328</b>	<b>380</b>	<b>129</b>	<b>(145)</b>	<b>2,448</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

	Proportional Results by Geographical Region <sup>(1)</sup>					
	Melbourne	Sydney	Brisbane	North America	Corporate and other	Total
	Year ended June 30, 2022					
(A\$ millions)						
<b>Proportional revenue</b>						
Toll revenue .....	722	1,264	451	189	–	2,626
Other revenue .....	22	30	3	16	–	71
<b>Total proportional revenue.....</b>	<b>744</b>	<b>1,294</b>	<b>454</b>	<b>205</b>	<b>–</b>	<b>2,697</b>
<b>Proportional EBITDA.....</b>	<b>594</b>	<b>976</b>	<b>320</b>	<b>120</b>	<b>(110)</b>	<b>1,900</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

Set forth below is a discussion of our operating segment results for the year ended June 30, 2023 compared to the year ended June 30, 2022.

### Melbourne

	Year ended June 30 <sup>(1)</sup>	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue .....	894	722
Other revenue .....	25	22
<b>Total proportional revenue.....</b>	<b>919</b>	<b>744</b>
<b>Proportional EBITDA.....</b>	<b>756</b>	<b>594</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### Proportional revenue

Proportional revenue increased A\$175 million, or 23.5%, to A\$919 million for the year ended June 30, 2023 from A\$744 million for the year ended June 30, 2022. This increase was primarily driven by higher toll revenue due to a 24.4% increase in traffic volume across the period.

### Proportional EBITDA

Proportional EBITDA increased A\$162 million, or 27.3%, to A\$756 million for the year ended June 30, 2023 from A\$594 million for the year ended June 30, 2022. This increase was primarily driven by the increase in proportional toll revenue.

Proportional EBITDA margin increased from 82.2% to 84.5% over the same period, reflecting the increase in proportional toll revenue.

### Sydney

	Year ended June 30 <sup>(1)</sup>	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue	1,668	1,264
Other revenue	29	30
<b>Total proportional revenue</b>	<b>1,697</b>	<b>1,294</b>
<b>Proportional EBITDA</b>	<b>1,328</b>	<b>976</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### Proportional revenue

Proportional revenue increased A\$403 million, or 31.1%, to A\$1,697 million for the year ended June 30, 2023 from A\$1,294 million for the year ended June 30, 2022. This increase was primarily driven by higher toll revenue due to a 24.1% increase in traffic volume across the period, including the opening of the M4-M8 Link Tunnels.

### Proportional EBITDA

Proportional EBITDA increased A\$352 million, or 36.0%, to A\$1,328 million for the year ended June 30, 2023 from A\$976 million for the year ended June 30, 2021. This increase was primarily the result of the increase in proportional toll revenue.

Proportional EBITDA margin increased from 77.2% to 79.6% over the same period, reflecting the increase in proportional toll revenue.

### Brisbane

	Year ended June 30 <sup>(1)</sup>	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue	520	451
Other revenue	4	3
<b>Total proportional revenue</b>	<b>524</b>	<b>454</b>
<b>Proportional EBITDA</b>	<b>380</b>	<b>320</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.



### *Proportional revenue*

Proportional revenue increased A\$70 million, or 15.5%, to A\$524 million for the year ended June 30, 2023 from A\$454 million for the year ended June 30, 2022. This increase was primarily driven by higher toll revenue due to a 9.4% increase in traffic volume across the period.

### *Proportional EBITDA*

Proportional EBITDA increased A\$60 million, or 18.8%, to A\$380 million for the year ended June 30, 2023 from A\$320 million for the year ended June 30, 2022. This increase was primarily driven by the increase in proportional toll revenue.

Proportional EBITDA margin increased from 71.0% to 73.0% over the same period, reflecting the increase in proportional toll revenue.

## **North America**

	Year ended June 30 <sup>(1)</sup>	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue<sup>(2)</sup></b>		
Toll revenue	232	189
.....		
Other revenue	13	16
.....		
<b>Total proportional revenue.....</b>	<b>245</b>	<b>205</b>
<b>Proportional EBITDA.....</b>	<b>129</b>	<b>120</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “*Financial information presentation—Non-GAAP measures*” for further information. Proportional segment information includes the results of A25 at proportional ownership, being 100% for the period to February 28, 2023 and 50% from March 1, 2023 to June 30, 2023, following the divestment of a 50% interest on February 28, 2023.

(2) Proportional revenue includes A25 income streams relating to availability payments and guaranteed toll income which are classified as toll revenue and other revenue.

### *Proportional revenue*

Proportional revenue increased A\$40 million, or 18.8%, to A\$245 million for the year ended June 30, 2023 from A\$205 million for the year ended June 30, 2022. This increase was primarily driven by higher toll revenue due to a 13.0% increase in traffic volume on the Greater Washington Area Toll Roads across the period, partially offset by a 3.5% decrease in traffic on the A25 as well as the divestment of 50% of the Group’s interest in A25.

### *Proportional EBITDA*

Proportional EBITDA increased A\$9 million, or 7.8%, to A\$129 million for the year ended June 30, 2023 from A\$120 million for the year ended June 30, 2022. This increase was primarily driven by the increase in proportional toll revenue, partially offset by the impact of the divestment of 50% of the Group’s interest in A25 and associated transaction costs.

Proportional EBITDA margin decreased from 63.1% to 55.8% over the same period, reflecting the divestment of 50% of the Group’s interest in A25.

## Comparison of the year ended June 30, 2022 to the year ended June 30, 2021

	For the year ended June 30,	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Continuing operations</b>		
<b>Revenue</b>		
Toll revenue <sup>(1)</sup>	2,324	2,266
Construction revenue	911	480
Other revenue	171	140
<b>Total revenue</b>	<b>3,406</b>	<b>2,886</b>
<b>Expenses</b>		
Employee benefits expense	(315)	(280)
Road operating costs	(343)	(328)
Construction costs	(911)	(480)
Transaction and integration costs	(13)	(5)
Corporate and other expenses	(143)	(102)
<b>Total expenses before depreciation, amortisation and finance costs</b>	<b>(1,725)</b>	<b>(1,195)</b>
Amortisation	(996)	(1,017)
Depreciation	(111)	(123)
<b>Total depreciation and amortisation</b>	<b>(1,107)</b>	<b>(1,140)</b>
Finance income	343	69
Finance costs	(809)	(939)
<b>Net finance costs</b>	<b>(466)</b>	<b>(870)</b>
Share of net losses of equity accounted investments	(368)	(161)
<b>Loss before income tax</b>	<b>(260)</b>	<b>(480)</b>
Income tax benefit	276	193
<b>Profit/(loss) for the year from continuing operations</b>	<b>16</b>	<b>(287)</b>
<b>Discontinued operations</b>		
Profit for the year from discontinued operations	–	3,559
<b>Profit for the year from continuing and discontinued operations</b>	<b>16</b>	<b>3,272</b>
<b>Profit/(loss) attributable to:</b>		
Ordinary security holders of the stapled group	19	3,303
Non-controlling interests–other	(3)	(31)

(1) Toll revenue for the years ended June 30, 2022 and 2021 is recognised net of a revenue share of A\$24 million and A\$24 million, respectively, paid to the grantor of A25, the Ministry of Transport of Quebec.

## Key Activities

Year ended June 30, 2022	Year ended June 30, 2021
Construction continued on West Gate Tunnel project. We reached final agreement on revised terms for the delivery of the West Gate Tunnel project.	Construction continued on West Gate Tunnel project.
Acquisition of the remaining 49% of WestConnex from the NSW Government to take Transurban's total ownership interest to 50%.	Opening of the M8 Motorway occurred in July 2020.
Group equity issuance and equity injection to Sydney Transport Partners Joint Venture.	Tolling of the M5 East Motorway occurred in July 2020.
	Opening of NorthConnex occurred in October 2020.

## Revenue

### *Toll revenue*

Toll revenue increased A\$58 million, or 2.5%, to A\$2,324 million for the year ended June 30, 2022 from A\$2,266 million for the year ended June 30, 2021. This increase was primarily driven by increases in toll prices due to contractual price escalations across the Group and higher traffic volumes in Melbourne and Brisbane as there were fewer days affected by COVID-19 related lock-downs and other mobility restrictions compared to the prior period, partially offset by lower traffic volumes in NSW due to there being more days subject to COVID-19 mobility restrictions than the prior period.

### *Construction revenue*

Construction revenue increased A\$431 million, or 89.8%, to A\$911 million for the year ended June 30, 2022 from A\$480 million for the year ended June 30, 2021. This increase was primarily driven by increased construction activity on the West Gate Tunnel project.

### *Other revenue*

Other revenue increased A\$31 million, or 22.7%, to A\$171 million for the year ended June 30, 2022 from A\$140 million for the year ended June 30, 2021. This increase was primarily driven by service fee revenue charged to Transurban Chesapeake and annualisation of the NorthConnex operations and maintenance contract.

## Expenses

### *Employee benefits expense*

Employee benefits expense increased A\$35 million, or 12.3%, to A\$315 million for the year ended June 30, 2022 from A\$280 million for the year ended June 30, 2021. This increase was primarily driven by an approximately 3.5% increase in headcount across various corporate functions and in North America.

### *Road operating costs*

Road operating costs increased A\$15 million, or 4.4%, to A\$343 million for the year ended June 30, 2022 from A\$328 million for the year ended June 30, 2021. This increase was primarily driven by an increase in major maintenance expense driven by inflation and the timing of O&M activities and increases in tolling expenses due to higher traffic volumes, partially offset by gains from the revaluation of Power Purchase Agreement (PPA) derivatives.

### *Construction costs*

Construction costs increased A\$431 million, or 89.8%, to A\$911 million for the year ended June 30, 2022 from A\$480 million for the year ended June 30, 2021. This increase was primarily driven by increased construction activity on the West Gate Tunnel project.

### *Transaction and integration costs*

Transaction and integration costs increased A\$8 million, or 100.4%, to A\$13 million for the year ended June 30, 2022 from A\$5 million for the year ended June 30, 2021. This increase primarily reflected the costs relating to the acquisition of the remaining 49% equity stake in WestConnex in FY2022.

### *Corporate and other expenses*

Corporate and other expenses increased A\$41 million, or 41.5%, to A\$143 million for the year ended June 30, 2022 from A\$102 million for the year ended June 30, 2021. This increase was primarily driven by increased software subscription costs relating to cloud based projects as well as higher insurance premiums.

### **Depreciation and amortisation**

Depreciation and amortisation decreased A\$33 million, or 2.9%, to A\$1,107 million for the year ended June 30, 2022 from A\$1,140 million for the year ended June 30, 2021. This decrease was primarily driven by accelerated amortisation of enterprise resource planning (**ERP**) systems in the prior year.

### **Net finance costs**

Net finance costs decreased A\$404 million, or 46.6%, to A\$466 million for the year ended June 30, 2022 from A\$870 million for the year ended June 30, 2021. This decrease was primarily driven by the net unrealised remeasurement gains attributable to derivative financial instruments, primarily caused by hedge accounting ineffectiveness in connection with an upward shift in the A\$ basis curve relative to other foreign currencies, which resulted in a change of fair value of cross-currency interest rate swaps due to an increase in the interest rate curve during the period and the remeasurement of financial assets. This was due to the revision of the estimated repayment cash flows on shareholder loan notes (**SLNs**) with STP JV and NWRG during FY2022. Refer to Note B13 to our consolidated financial statements for FY2022 for further information.

### **Share of net profits/losses of equity accounted investments**

Share of net loss from equity accounted investments increased A\$207 million or 129.0%, to A\$368 million for the year ended June 30, 2022 from A\$161 million for the year ended June 30, 2021. The increase was primarily driven by increases in the share of losses from the STP JV and Transurban Chesapeake.

### **Income tax benefit**

Income tax benefit increased A\$83 million, or 41.5%, to A\$276 million for the year ended June 30, 2022 from A\$193 million for the year ended June 30, 2021. This increase was primarily driven by the current period pre-tax loss, the recognition of historical unbooked losses, non-assessable derivative revaluations and the increase in deferred taxes relating to the Transurban Chesapeake equity accounted investment.

## Proportional Results by geographical region for the years ended June 30, 2022 and June 30, 2021

	Proportional Results by Geographical Region <sup>(1)</sup>					
	Melbourne	Sydney	Brisbane	North America	Corporate and other	Total
	Year ended June 30, 2022					
(A\$ millions)						
<b>Proportional revenue</b>						
Toll revenue .....	722	1,264	451	189	–	2,626
Other revenue .....	22	30	3	16	–	71
<b>Total proportional revenue.....</b>	<b>744</b>	<b>1,294</b>	<b>454</b>	<b>205</b>	<b>–</b>	<b>2,697</b>
<b>Proportional EBITDA.....</b>	<b>594</b>	<b>976</b>	<b>320</b>	<b>120</b>	<b>(110)</b>	<b>1,900</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

	Proportional Results by Geographical Region <sup>(1)</sup>					
	Melbourne	Sydney	Brisbane	North America	Corporate and other	Total
	Year ended June 30, 2021					
(A\$ millions)						
<b>Proportional revenue</b>						
Toll revenue .....	616	1,278	425	167	–	2,486
Other revenue .....	24	36	3	15	(4)	74
<b>Total proportional revenue.....</b>	<b>640</b>	<b>1,314</b>	<b>428</b>	<b>182</b>	<b>(4)</b>	<b>2,560</b>
<b>Proportional EBITDA.....</b>	<b>502</b>	<b>1,027</b>	<b>314</b>	<b>54</b>	<b>(85)</b>	<b>1,812</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

Set forth below is a discussion of our operating segment results for the year ended June 30, 2022 compared to the year ended June 30, 2021.

### Melbourne

	Year ended June 30 <sup>(1)</sup>	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue .....	722	616
Other revenue .....	22	24
<b>Total proportional revenue.....</b>	<b>744</b>	<b>640</b>
<b>Proportional EBITDA.....</b>	<b>594</b>	<b>502</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### Proportional revenue

Proportional revenue increased A\$104 million, or 16.3%, to A\$744 million for the year ended June 30, 2022 from A\$640 million for the year ended June 30, 2021. This increase was primarily driven by higher toll revenue due to higher traffic volumes as there were fewer days affected by COVID-19 related lock-downs and other mobility restrictions than the prior period as well as increases in toll prices due to contractual price escalations.

### *Proportional EBITDA*

Proportional EBITDA increased A\$92 million, or 18.2%, to A\$594 million for the year ended June 30, 2022 from A\$502 million for the year ended June 30, 2021. This increase was primarily driven by higher toll revenue, offset by increases in road operating costs.

Proportional EBITDA margin increased from 81.6% to 82.2% over the same period, reflecting traffic recovery in the second half of FY2022 and additional COVID-19 related mobility restrictions in FY2021, compared to FY2022.

### **Sydney**

	Year ended June 30 <sup>(1)</sup>	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue	1,264	1,278
Other revenue	30	36
<b>Total proportional revenue</b>	<b>1,294</b>	<b>1,314</b>
<b>Proportional EBITDA</b>	<b>976</b>	<b>1,027</b>

(1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### *Proportional revenue*

Proportional revenue decreased A\$20 million, or 1.6%, to A\$1,294 million for the year ended June 30, 2022 from A\$1,314 million for the year ended June 30, 2021. This decrease was primarily driven by lower toll revenue due to reduced traffic volumes as there were more days affected by COVID-19 related lock-downs and other mobility restrictions than the prior period. This was offset by increased toll revenue resulting from an increase in toll prices due to contractual escalations and the impact of new assets. New assets for the period included an additional four months of NorthConnex, which opened on October 31, 2020, and the additional ownership in WestConnex acquired on October 29, 2021.

### *Proportional EBITDA*

Proportional EBITDA decreased A\$51 million, or 5.0%, to A\$976 million for the year ended June 30, 2022 from A\$1,027 million for the year ended June 30, 2021. This decrease was primarily the result of decreased toll revenue and an increase in road operating costs, including the impact of costs associated with new assets.

Proportional EBITDA margin decreased from 80.9% to 77.2% over the same period, with FY2021 including transaction and integration costs of A\$6 million relating to the acquisition of WestConnex and the additional interest in the M5 West Motorway.

### **Brisbane**

	Year ended June 30 <sup>(1)</sup>	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue</b>		
Toll revenue	451	425
Other revenue	3	3
<b>Total proportional revenue</b>	<b>454</b>	<b>428</b>
<b>Proportional EBITDA</b>	<b>320</b>	<b>314</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.

### *Proportional revenue*

Proportional revenue increased A\$26 million, or 6.1%, to A\$454 million for the year ended June 30, 2022 from A\$428 million for the year ended June 30, 2021. This increase was primarily driven by higher toll revenue due to higher traffic volumes as well as increases in toll prices due to contractual price escalations.

### *Proportional EBITDA*

Proportional EBITDA increased A\$6 million, or 1.9%, to A\$320 million for the year ended June 30, 2022 from A\$314 million for the year ended June 30, 2021. This increase was primarily driven by higher toll revenue, offset by an increased major maintenance expense driven by inflation and the timing of O&M activities.

Proportional EBITDA margin decreased from 73.9% to 71.0% over the same period, due to increased major maintenance expense driven by inflation and the timing of O&M activities.

## **North America**

	Year ended June 30 <sup>(1)</sup>	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Proportional revenue<sup>(2)</sup></b>		
Toll revenue	189	167
Other revenue	16	15
<b>Total proportional revenue</b>	<b>205</b>	<b>182</b>
<b>Proportional EBITDA</b>	<b>120</b>	<b>54</b>

- (1) Proportional toll revenue, Proportional other revenue and Proportional EBITDA are non-GAAP financial measures. See “Financial information presentation—Non-GAAP measures” for further information.
- (2) Proportional toll revenue includes A25 income streams relating to availability payments and guaranteed toll income which are classified as toll revenue and other revenue.

### *Proportional revenue*

Proportional revenue increased A\$23 million, or 12.3%, to A\$205 million for the year ended June 30, 2022 from A\$182 million for the year ended June 30, 2021. This increase was primarily driven by higher traffic volumes, an increase in the average toll prices for the Greater Washington Area assets and increases in toll prices on the A25 due to contractual price escalations. This was partially offset by the impact of the divestment of 50% of our interest in Transurban Chesapeake on March 31, 2021.

### *Proportional EBITDA*

Proportional EBITDA increased A\$66 million, or 120.8%, to A\$120 million for the year ended June 30, 2022 from A\$54 million for the year ended June 30, 2021. This increase was primarily driven by higher toll revenue offset by the impact of the divestment of 50% of our interest in Transurban Chesapeake on March 31, 2021, including A\$18 million of transaction and integration costs incurred in the year ended June 30, 2021.

Proportional EBITDA margin increased from 42.7% to 63.1% over the same period, due to the impact of the divestment of 50% of our interest in Transurban Chesapeake on March 31, 2021. Excluding the impacts of the partial divestment of Transurban Chesapeake, underlying EBITDA margin for the year ended June 30, 2021, would have been 54.3%.

## Liquidity and capital resources

### Overview

We finance our business primarily through cash flows from operations, borrowings from banks and proceeds from issuances of debt and equity securities. We regularly review our capital structure and liquidity position to consider market conditions, expected future cash flows, potential funding requirements for debt refinancing and capital expenditures, the cost of capital, sensitivity analysis, financial metrics, credit ratings and the ease of access to funding sources.

As at December 31, 2023, we had total available corporate liquidity of A\$3.4 billion consisting of undrawn corporate borrowing facilities of A\$2.7 billion and A\$0.7 billion of corporate cash (A\$4.0 billion total available corporate liquidity as at June 30, 2023). As at December 31, 2023, we had total proportional drawn Group debt of A\$24.4 billion (A\$24.0 billion as at June 30, 2023) and corporate proportional drawn debt of A\$9.8 billion (A\$9.9 billion as at June 30, 2023).

A summary of our facility limits and drawn debt on both a proportional and statutory basis is shown below. Proportional debt represents our share of the drawn debt from each individual asset, along with 100% of our corporate debt, translated to its hedged currency to reflect any cross-currency swaps in place (U.S.\$ debt and CAD debt is converted at the prevailing A\$ spot rate as at December 31, 2023 where no cross currency swaps are in place).

The statutory debt reflects 100% of the drawn debt at the corporate level and for each of our consolidated assets. As such, it excludes the debt of our non-controlled assets (being debt attributable to Westlink M7, NorthConnex, 95 Express Lanes, 495 Express Lanes, A25 and the WestConnex Concession related assets) as they are equity accounted in our statutory results as at December 31, 2023. All statutory debt is translated to Australian dollars at the prevailing A\$ spot rate as at December 31, 2023.

	As at December 31, 2023 <sup>(1)</sup>		
	Total Facility Limit	Proportional Drawn Debt	Statutory Drawn Debt
	(A\$ millions)	(A\$ millions)	(A\$ millions)
<b>Corporate Debt</b>			
Working capital facilities <sup>(2)</sup> .....	2,650	-	-
EMTN.....	6,218	6,218	6,388
CMTN.....	718	718	718
NKMTN.....	117	117	107
144A.....	2,772	2,772	2,922
<b>Total Corporate Debt</b> .....	<b>12,475</b>	<b>9,825</b>	<b>10,135</b>
Corporate letters of credit <sup>(3)</sup> .....	557	392	-
Total Non-Recourse Debt.....	26,017	14,160	8,405
Non-Recourse letters of credit <sup>(4)</sup> .....	43	21	-
Other <sup>(5)</sup> .....	-	-	(45)
<b>Total Group Debt</b> .....	<b>39,092</b>	<b>24,398</b>	<b>18,495</b>

- (1) U.S.\$ debt is converted at the spot exchange rate (A\$0.6845 at December 31, 2023) where no cross currency swaps are in place. CAD debt is converted at the spot exchange rate (A\$0.9052 at December 31, 2023) where no cross currency swaps are in place.
- (2) The working capital facilities may be drawn in A\$ and/or U.S.\$.
- (3) Issued in relation to Corporate, CityLink, Eastern Distributor, Hills M2, M7, 95 Express Lanes and 495 Express Lanes. Drawn values represent letters of credit issued.
- (4) Issued in relation to Westlink M7, Transurban Queensland and A25. Drawn values represent letters of credit issued.
- (5) Consists of shareholder loans and net capitalised borrowing costs.

We expect our future funding needs to primarily relate to refinancing and servicing our outstanding financial liabilities and financing our capital expenditure, including new developments and potential acquisitions. We intend to continue to fund our business needs through cash flows from operations, borrowings from banks and



issuances of debt and equity securities. Our access to funding depends on both our results of operations and on the availability of funding in domestic and international financial markets.

### *Capital expenditures*

We incur capital expenditures for growth, maintenance and other expenses. The table below sets forth our capital expenditures for the six months ended December 31, 2023 and 2022 and for the years ended June 30, 2023, 2022 and 2021.

	Six months ended December 31		Year ended June 30		
	2023	2022	2023	2022	2021
	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)
Growth Capital Expenditure <sup>(1)</sup>	523	456	1,056	517	926
Maintenance Capital Expenditure <sup>(2)</sup>	77	72	134	97	88
Other <sup>(3)</sup>	62	66	119	96	119
<b>Total Capital Expenditures</b>	<b>662</b>	<b>594</b>	<b>1,309</b>	<b>710</b>	<b>1,133</b>

(1) Relates to cash spent on new or upgrade road projects consistent with the selected statement of cash flows of THL.

(2) Represents the cash spent on major maintenance activities during the period consistent with the selected statement of cash flows of THL.

(3) Represents the cash spent on property, plant and equipment consistent with the selected statement of cash flows of THL.

Capital expenditures were A\$662 million in the six months ended December 31, 2023, an increase of A\$68 million, or 11.3%, compared to A\$594 million in the six months ended December 31, 2022. This increase was primarily due to higher capital expenditure on the West Gate Tunnel project.

Capital expenditures were A\$1,309 million in the year ended June 30, 2023, an increase of A\$599 million, or 82.7%, compared to A\$710 million in the year ended June 30, 2022. This increase was primarily due to higher capital expenditure on the West Gate Tunnel project.

Capital expenditures were A\$710 million in the year ended June 30, 2022, a decrease of A\$423 million, or 37.0%, compared to A\$1,133 million in the year ended June 30, 2021. This decrease was primarily due to the prepayment of capital expenditures in FY2021 that were utilised in FY2022.

Our capital commitments as at December 31, 2023 were A\$506 million and related primarily to the West Gate Tunnel project. Our capital commitments as at June 30, 2023 were A\$783 million and also related primarily to the West Gate Tunnel project.

On March 23, 2022, we finalised a settlement with the State of Victoria and the subcontractor in relation to revised terms for the delivery of the West Gate Tunnel project, including a new expected completion date of late 2025. See “*Business—Toll roads—Australian assets—Melbourne Toll Road—Melbourne Toll Road developments—West Gate Tunnel project*” for further information. The total cost of the subcontract has increased by A\$3.4 billion from A\$6.7 billion to A\$10.1 billion, with Transurban and the State of Victoria each contributing A\$1.7 billion of the increase. Our share is being accounted for as capital expenditure (increasing the concession intangible asset as the expenditure is incurred).

Our share of capital expenditure commitments of our equity accounted investments as at June 30, 2023 are set forth in the table below. See also “*—Contractual and commercial commitments*” below for further information about our contractual and commercial commitments as at December 31, 2023.

	STP JV		AM Partners		Transurban Chesapeake		Total	
	As at June 30,		As at June 30,		As at June 30,		As at June 30,	
	2023	2022	2023	2022	2023	2022	2023	2022
	(A\$ millions )	(A\$ millions )	(A\$ millions )	(A\$ millions )	(A\$ millions )	(A\$ million s)	(A\$ million s)	(A\$ million s)
Capital commitments (at Group's effective ownership interest) .....	–	86	–	60	719	746	719	892

Our share of commitments relating to equity accounted investments as at June 30, 2023 primarily relate to the Fredericksburg Extension and the 495 Express Lanes Northern Extension in Transurban Chesapeake. On March 10, 2023, we announced that AM Partners decided not to proceed with the Maryland Express Lanes project and had submitted a notice to MDOT terminating the preferred developer agreement.

We fund our capital expenditure (both growth and maintenance expenditure) from a combination of operating cash flow, available debt facilities and proceeds from our non-underwritten dividend reinvestment programme.

### Capital strategy and Treasury policies

We manage our debt and equity capital positions through a capital strategy and treasury policy.

Our capital strategy is designed to:

- maintain strong investment grade credit metrics;
- efficiently fund our development pipeline; and
- provide distributions for security holders.

We aim to achieve cost efficient funding through market cycles by diversifying funding sources, maintaining adequate liquidity, extending the average debt maturity profile where appropriate and minimising refinancing risk by ensuring a spread of debt maturities over time.

The Transurban Group Treasury Policy is designed to ensure that we maintain sufficient liquidity (cash and undrawn facilities) to maintain short-term flexibility and enable us to meet our financial commitments in a timely manner. We assess liquidity over the short-term (up to 12 months) and medium term (one to five years) by maintaining forecasts of revenue, operating expenses, committed capital expenditure, debt maturities and payments to security holders. We review long-term liquidity requirements as part of our annual strategic planning process.

We manage short-term liquidity by maintaining a liquidity reserve. The reserve is determined by modelling, then analysing risk scenarios on forward looking refinancing and capital expenditure commitments. We then analyse the appropriateness of our liquidity reserve by forecasting frequently to ensure the liquidity reserve is adequate. Our medium term liquidity forecasts are maintained on a rolling five year basis.

### Financial risk management

The financial risk management function is carried out centrally under policies approved by the Board. The nature of our operations exposes us to a variety of financial risks, including market (mainly foreign currency risk and interest rate risk), credit and liquidity risks. We review operations actively and monitor all identified financial risks, then mitigate these risks using the most suitable methods and hedging instruments. The Board is kept informed in a timely manner of material exposures to financial risks.

Our treasury department continuously monitors financial risk exposures over time through risk models, cash flow models, market analysis and ongoing communication within the Group. This continuous monitoring allows

our treasury department to identify emerging financial risk exposures and enables management to act appropriately.

## Covenants

Several of our corporate borrowings and non-recourse borrowings (equity-accounted joint ventures and consolidated entities) require financial covenants, including event of default and lock-up ratios. There have been no breaches of any of these covenants during HY2024 and FY2023, except as described in the notes to the table below.

We monitor covenants by applying forecast cash flows to ensure ongoing compliance with our obligations. This enables capital management decisions to be made at the asset level (including distributions) and enables management to consider any actions that may be undertaken should actual cash flows not perform to budget.

Corporate and non-recourse debt covenants are calculated on a trailing 12-month basis, moderating short-term earning impacts. A trailing 12-month metric also enables management to take action to mitigate the risks of any covenant breaches.

Certain covenant thresholds (including event of default and lock-up ratios) with respect to our financing arrangements and our recent performance against these metrics as at December 31, 2023 are set out below:

Debt	Threshold <sup>(1)</sup>		Ratio <sup>(1)(2)</sup>
	Event of Default	Lock-up	Year ended December 31, 2023
<b>Corporate Debt</b>			
Senior Interest Coverage Ratio <sup>(3)</sup> .....	1.25 times	Not applicable	4.61 times
<b>Non-Recourse Debt</b>			
Hills M2 Debt Service Coverage Ratio.....	1.10 times	1.30 times	12.76 times
Lane Cove Tunnel Interest Coverage Ratio.....	1.15 times	1.30 times	2.21 times
Cross City Tunnel Interest Coverage Ratio .....	1.10 times	1.30 times	11.99 times
Transurban Queensland Interest Coverage Ratio.....	1.20 times	1.40 times	2.63 times
M5 West Motorway Debt Service Coverage Ratio.....	1.10 times	1.30 times	1.79 times
Westlink M7 Debt Service Coverage Ratio .....	1.10 times	1.30 times	4.44 times
NorthConnex Debt Service Coverage Ratio .....	1.10 times	1.30 times	14.73 times
WestConnex Group Debt Service Coverage Ratio .....	1.10 times	1.30 times	2.08 times
495 Express Lanes Senior Debt Service Coverage Ratio.....	Not applicable	1.45 times	5.66 times
95 Express Lanes Senior Debt Service Coverage Ratio <sup>(4)</sup> .....	Not applicable	1.45 times	6.89 times
A25 Senior Debt Service Coverage Ratio.....	1.05 times	1.175 times	2.97 times
Airport Motorway Trust Interest Coverage Ratio.....	1.10 times	1.30 times	8.31 times

(1) As defined and calculated under the relevant financing documents.

(2) No ratios for M8 Motorway, M5 East Motorway and Transurban Cardinal Holdings as at December 31, 2023 as senior debt has been repaid.

(3) See “—Senior Interest Coverage Ratio (SICR)” below for further information.

(4) In addition, 95 Express Lanes has a total debt service coverage ratio requirement of 1.30 times under the relevant financing documents.

## Distributions

The table below sets out the history of our distributions declared and paid to our shareholders during the six months ended December 31, 2023 and 2022 and the years ended June 30, 2023, 2022 and 2021.

**Comparison of the six months ended December 31, 2023 and 2022 and the years ended June 30, 2023, 2022 and 2021**

	Six months ended December 31 <sup>(1)</sup>		Year ended June 30 <sup>(2)</sup>		
	2023	2022	2023	2022	2021
	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)	(A\$ millions)
Dividends/distributions declared					
.....	927	815	1,785	1,259	999
Dividends/distributions paid <sup>(3)</sup>					
.....	970	798	1,613	1,049	848

- (1) Dividends/distributions were declared in December within the first half of the relevant financial year and paid in the second half of the relevant financial year for HY2024 and HY2023.
- (2) Dividends/distributions were declared in June within the relevant financial year and paid in the period subsequent to the relevant financial year end for FY2023, FY2022 and FY2021.
- (3) Dividends/distributions paid includes dividends/distributions paid in cash and settled in securities.

**Cash flows**

The consolidated financial information included below is derived from our historical consolidated financial statements incorporated by reference in this Offering Circular.

**Comparison of the six months ended December 31, 2023 and the six months ended December 31, 2022**

	For the six months ended December 31,	
	2023	2022
	(A\$ millions)	(A\$ millions)
<b>Cash flows from operating activities</b>		
Receipts from customers		
.....	1,646	1,561
Payments to suppliers and employees		
.....	(590)	(510)
Payments for maintenance of intangible assets		
.....	(77)	(72)
Transaction and integration costs		
.....	–	–
Other cash receipts		
.....	135	113
Interest received		
.....	38	19
Interest paid		
.....	(335)	(351)
Income taxes paid		
.....	(20)	(17)
<b>Net cash inflow from operating activities</b>	<b>797</b>	<b>743</b>
<b>Cash flows from investing activities</b>		
Payments for financial assets at amortised cost		
.....	(43)	–
Repayment of financial assets at amortised cost		
.....	76	75
Capital contribution to equity accounted investments		
.....	(65)	(117)
Payments for intangible assets		
.....	(523)	(456)
Payments for property, plant and equipment		
.....	(62)	(66)
Distributions received from equity accounted investments		
.....	392	119
Income taxes paid related to the disposal of subsidiaries		
.....	(27)	9
<b>Net cash outflow from investing activities</b>	<b>(252)</b>	<b>(436)</b>

<b>Cash flows from financing activities</b>		
Proceeds from equity issuances of stapled securities (net of costs)	–	1
Proceeds from borrowings (net of costs)	1,166	16
Net proceeds from loan facilities	(254)	359
Principal repayments of leases	(6)	(6)
Repayment of borrowings	(966)	(195)
Dividends and distributions paid to the Group's security holders	(868)	(747)
Distributions paid to non-controlling interests	(56)	(52)
<b>Net cash (outflow)/inflow from financing activities</b>	<b>(984)</b>	<b>(624)</b>
<b>Net decrease in cash and cash equivalents</b>		
	<b>(439)</b>	<b>(317)</b>
Cash and cash equivalents at the beginning of the half year	2,081	2,020
Effects of exchange rate changes on cash and cash equivalents	(7)	2
<b>Cash and cash equivalents at end of the half year</b>	<b>1,635</b>	<b>1,705</b>

### ***Cash flows from operating activities***

Net cash inflows from operating activities increased A\$54 million, or 7.3%, to A\$797 million for the six months ended December 31, 2023 from A\$743 million for the six months ended December 31, 2022. This was primarily due to:

- an increase in receipts from customers due to higher traffic volumes on our Australian Toll Roads and toll price escalations across the Group;
- an increase in other cash receipts driven by service fee revenue to STP JV assets and North American assets; and
- an increase in interest received due to higher interest rates; partially offset by:
- an increase in payments to suppliers and employees due to higher road operating costs from higher traffic volumes and increased employee costs due to higher head count.

### ***Cash flows from investing activities***

Net cash outflows from investing activities decreased A\$184 million, or 42.2%, to A\$252 million for the six months ended December 31, 2023 from A\$436 million for the six months ended December 31, 2022. This was primarily due to:

- an increase in distributions received from equity accounted investments; and
- a decrease in capital contribution to STP JV and Transurban Chesapeake equity accounted investments; partially offset by:
- an increase in payments for intangible assets due to construction of the West Gate Tunnel project;
- an increase in payments for financial assets at amortised cost due to term deposits in CityLink and Hills M2 maturing longer than three months; and
- an increase in income tax expense related to the disposal of subsidiaries.

### *Cash flows from financing activities*

Net cash outflows from financing activities increased A\$360 million, or 57.7%, to A\$984 million for the six months ended December 31, 2023 from A\$624 million for the six months ended December 31, 2022. This was primarily due to:

- an increase in proceeds from borrowings driven by drawdowns in TQ debt; partially offset by:
- an increase in repayment of borrowings driven by TQ, AMT M1 and M5 repayments;
- an increase in repayments from loan facilities due to West Gate Tunnel project loan repayments; and
- an increase in dividends and distributions paid to the Group's security holders due to an increase in free cash.

### *Net cash movement for the period*

Net cash and cash equivalents decreased A\$70 million, or 4.1%, to A\$1,635 million as at December 31, 2023 from A\$1,705 million as at December 31, 2022, primarily driven by the reasons stated above.

### **Comparison of the year ended June 30, 2023 to the year ended June 30, 2022**

	<b>For the year ended June 30,</b>	
	<b>2023</b>	<b>2022</b>
	<b>(A\$ millions)</b>	<b>(A\$ millions)</b>
<b>Cash flows from operating activities</b>		
Receipts from customers	3,057	2,540
Payments to suppliers and employees	(1,001)	(952)
Payments for maintenance of intangible assets	(134)	(97)
Transaction and integration costs	(9)	(13)
Other cash receipts	199	220
Interest received	49	13
Interest paid	(672)	(700)
Income taxes paid	(30)	(29)
<b>Net cash inflow from operating activities</b>	<b>1,459</b>	<b>982</b>
<b>Cash flows from investing activities</b>		
Payments for financial assets at amortised cost	(65)	(716)
Repayment of financial assets at amortised cost	159	215
Capital contribution to equity accounted investments	(201)	(5,132)
Payments for intangible assets	(1,056)	(517)
Payments for property, plant and equipment	(119)	(96)
Distributions received from equity accounted investments	276	492
Proceeds from disposal of subsidiaries, net of cash disposed	330	–
Income taxes paid related to the disposal of subsidiaries	9	(178)
<b>Net cash outflow from investing activities</b>	<b>(667)</b>	<b>(5,932)</b>
<b>Cash flows from financing activities</b>		
Proceeds from equity issuances of stapled securities (net of costs)	–	4,143

Proceeds from borrowings (net of costs)	1,735	811
Net proceeds from loan facilities	289	165
Principal repayments of leases	(10)	(10)
Repayment of borrowings	(1,160)	(1,443)
Dividends and distributions paid to the Group's security holders	(1,489)	(942)
Distributions paid to non-controlling interests	(104)	(73)
<b>Net cash (outflow)/inflow from financing activities</b>	<b>(739)</b>	<b>2,651</b>
<b>Net increase/(decrease) in cash and cash equivalents</b>	<b>53</b>	<b>(2,299)</b>
Cash and cash equivalents at the beginning of the year	2,020	4,285
Effects of exchange rate changes on cash and cash equivalents	8	34
<b>Cash and cash equivalents at end of the year</b>	<b>2,081</b>	<b>2,020</b>

### ***Cash flows from operating activities***

Net cash inflows from operating activities increased A\$477 million, or 48.6%, to A\$1,459 million for the year ended June 30, 2023 from A\$982 million for the year ended June 30, 2022. This was primarily due to:

- an increase in receipts from customers due to higher traffic volumes on our Australian Toll Roads and toll price escalations across the Group; partially offset by:
- increased payments to suppliers and employees due to higher road operating costs from higher traffic volumes and employee costs due to higher head count.

### ***Cash flows from investing activities***

Net cash outflows from investing activities decreased A\$5,265 million, or 88.8%, to A\$667 million for the year ended June 30, 2023 from A\$5,932 million for the year ended June 30, 2022. This was primarily due to:

- a decrease in capital contributions to equity accounted investments and payments for financial assets due to the prior period acquisition of the remaining 49% stake in WestConnex; partially offset by:
- an increase in payments for intangible assets due to the construction of the West Gate Tunnel project.

### ***Cash flows from financing activities***

Net cash flows from financing activities decreased A\$3,390 million, to an outflow of A\$739 million for the year ended June 30, 2023 from an inflow of A\$2,651 million for the year ended June 30, 2022. This was primarily due to:

- a decrease in proceeds from equity issuances due to funding in the prior period for the acquisition of the remaining 49% ownership of WestConnex; and
- increased distribution to shareholders driven by higher free cash; partially offset by:
- an increase in proceeds from borrowings due to the issuance of €650 million of notes under the Euro Medium Term Note Programme and C\$350 million of A25 Term Debt in the current period.

### ***Net cash movement for the period***

Net cash and cash equivalents increased A\$61 million, or 3.0%, to A\$2,081 million as at June 30, 2023 from A\$2,020 million as at June 30, 2022, primarily driven by the reasons stated above.

## Comparison of the year ended June 30, 2022 to the year ended June 30, 2021

	For the year ended June 30,	
	2022	2021
	(A\$ millions)	(A\$ millions)
<b>Cash flows from operating activities</b>		
Receipts from customers	2,540	2,529
Payments to suppliers and employees	(952)	(883)
Payments for maintenance of intangible assets	(97)	(88)
Transaction and integration costs	(13)	(30)
Other cash receipts	220	166
Interest received	13	13
Interest paid	(700)	(800)
Income taxes paid	(29)	(14)
<b>Net cash inflow from operating activities</b>	<b>982</b>	<b>893</b>
<b>Cash flows from investing activities</b>		
Payments for financial assets at amortised cost	(716)	(29)
Repayment of financial assets at amortised cost	215	61
Capital contribution to equity accounted investments	(5,132)	(115)
Payments for intangible assets	(517)	(926)
Payments for property, plant and equipment	(96)	(119)
Distributions received from equity accounted investments	492	446
Proceeds from disposal of subsidiaries, net of cash disposed	–	2,343
Income taxes paid related to the disposal of subsidiaries	(178)	–
<b>Net cash (outflow) from investing activities</b>	<b>(5,932)</b>	<b>1,661</b>
<b>Cash flows from financing activities</b>		
Proceeds from equity issuances of stapled securities (net of costs)	4,143	–
Proceeds from borrowings (net of costs)	811	2,864
Net proceeds from loan facilities	165	74
Principal repayments of leases	(10)	(10)
Repayment of borrowings	(1,443)	(2,596)
Dividends and distributions paid to the Group's security holders	(942)	(818)
Distributions paid to non-controlling interests	(73)	(90)
<b>Net cash inflow/(outflow) from financing activities</b>	<b>2,651</b>	<b>(576)</b>
<b>Net increase/(decrease) in cash and cash equivalents</b>	<b>(2,299)</b>	<b>1,978</b>
Cash and cash equivalents at the beginning of the year	4,285	2,349
Effects of exchange rate changes on cash and cash equivalents	34	(42)



Cash and cash equivalents at end of the year	2,020	4,285
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### ***Cash flows from operating activities***

Net cash inflows from operating activities increased A\$89 million, or 10.0%, to A\$982 million for the year ended June 30, 2022 from A\$893 million for the year ended June 30, 2021. This was primarily due to:

- a decrease in interest paid primarily due to lower interest rates on refinanced debt, repayment of debt and higher interest capitalisation for the West Gate Tunnel project;
- an increase in other cash receipts due primarily to an increase in equity guarantee fees, management fees and Tolling and Traffic Management System (TTMS) fees charged by the Group;
- a decrease in transaction and integration costs due primarily to costs incurred in FY2021 relating to the disposal of 50% of Transurban Chesapeake and transaction costs for the integration of M5 West Motorway; partially offset by an increase in payments to suppliers and employees due primarily to increased employee costs driven by higher headcount and increased road operating costs driven by higher traffic volumes;
- an increase in payments for maintenance of intangible assets due primarily to timing of maintenance expenditure on CityLink; and
- an increase in income tax paid due primarily to increased income tax paid by Eastern Distributor, A25 and withholding tax paid on interest received from North America.

### ***Cash flows from investing activities***

Net cash flows from investing activities decreased A\$7,593 million, to an outflow of A\$5,932 million for the year ended June 30, 2022 compared to an inflow of A\$1,661 million for the year ended June 30, 2021. This was primarily due to our contribution of A\$4,856 million of equity in connection with the acquisition of the remaining 49% ownership interest in WestConnex by STP JV from the NSW Government, increasing our total ownership interest to 50%, and our purchase of shareholder loan notes issued by the STP JV with a face value of A\$699 million in FY2022 in connection with this transaction.

### ***Cash flows from financing activities***

Net cash inflows from financing activities increased A\$3,227 million, to an inflow of A\$2,651 million for the year ended June 30, 2022 compared to an outflow of A\$576 million for the year ended June 30, 2021. This was primarily due to:

- A\$4,143 million in proceeds from equity issuances of stapled securities (net of costs) in relation to the equity raise for the acquisition of the remaining ownership interest in WestConnex; partially offset by:
- decreases in proceeds from borrowings (net of costs) and repayment of borrowings due to the timing of debt maturities across FY2022 and FY2021.

### ***Net cash movement for the period***

Net cash and cash equivalents decreased A\$2,265 million, or 52.9%, to A\$2,020 million as at June 30, 2022 from A\$4,285 million as at June 30, 2021, primarily driven by the reasons stated above.

### **Debt financing**

We raise corporate debt on a senior secured basis and non-recourse project debt for certain Concessionaires. Corporate debt is incurred by the Issuer, which is our funding vehicle. This debt is used to fund the CityLink Concessionaires, the West Gate Tunnel project, other development opportunities and other general corporate purposes. Corporate lenders accede to the Security Trust Deed and are secured by a first ranking charge or

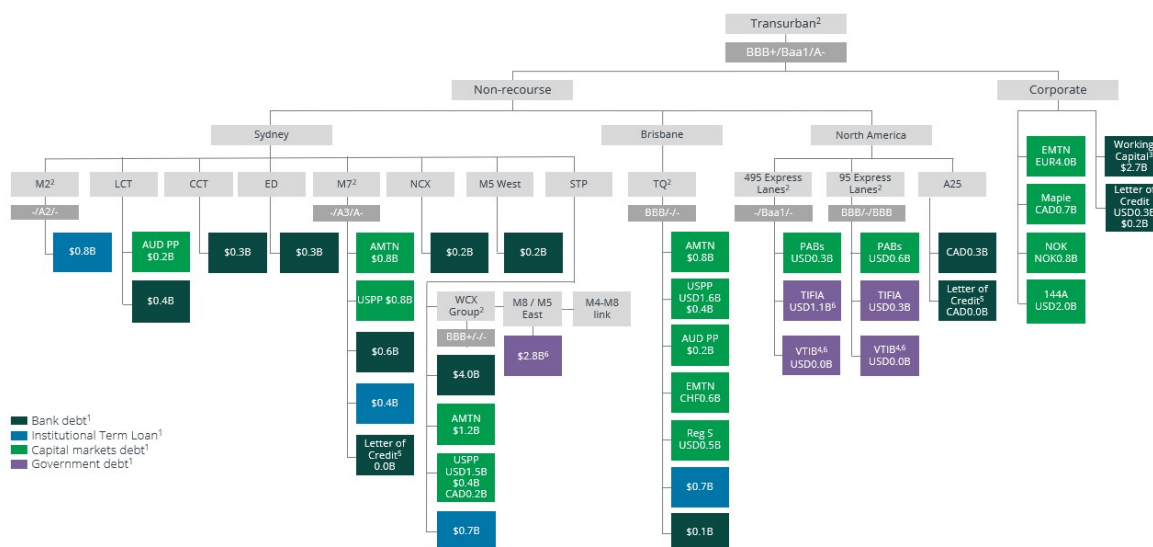
general security agreement (as applicable) over the assets of corporate security providers, which includes indirect security over the CityLink Concessionaires’ assets and security over our share of distributions generated by the other Concessionaires. See “Description of the Security Arrangements” for further information. Concessionaires, other than the CityLink Concessionaires, incur non-recourse project debt. This debt is secured by the assets and cash flows of the relevant Concessionaire. For our assets that are funded by non-recourse debt, the maximum amount of debt that may be incurred by a Concessionaire and secured by the assets of a Concessionaire, and any regearing rights, are regulated by the relevant Concession Agreement. Additionally, there may be further limitations under the relevant non-recourse financing documents. Providers of finance under those non-recourse project finance facilities have no recourse to the security that has been granted pursuant to the Corporate Security Trust Deed. For details of the non-recourse indebtedness incurred by Concessionaires (other than the CityLink Concessionaires), see “—Transurban Funding Structure—Facility Limits (Corporate and Non-Recourse Debt) as at December 31, 2023”.

Our committed corporate debt includes revolving credit facilities, letter of credit facilities, 144A notes and EMTNs (including CMTN and NKMTN).

Our recent debt raising activity has been used to support acquisitions, capital investments and refinancings.

The following diagram shows the non-recourse and corporate debt facility limits of the Group.

**Transurban Funding Structure – Facility Limits (Corporate and Non-Recourse Debt) as at December 31, 2023**

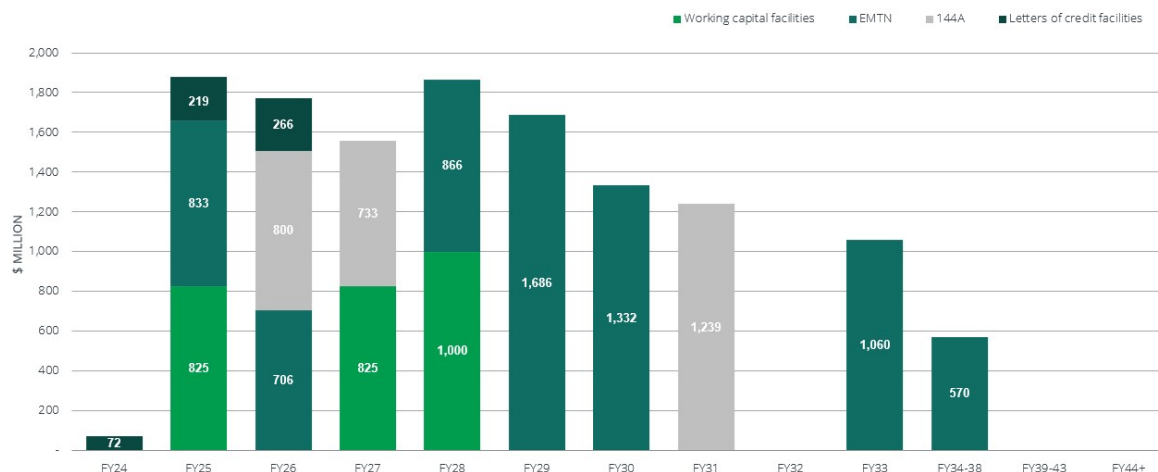


- (1) Represents full value of debt facilities, including undrawn available facilities, in the base currency of debt before hedging.
- (2) Ratings are presented as “S&P/Moody’s/Fitch”. Where debt is not rated by that particular agency, this is denoted as “-”. Certain assets have private ratings which are not disclosed.
- (3) The corporate working capital facilities may be drawn in AUD and/or USD.
- (4) U.S.\$46 million Virginia Transportation Infrastructure Bank facility at 95 Express Lanes and U.S.\$49 million at 495 Express Lanes.
- (5) A\$15 million letter of credit facility at Westlink M7 and C\$15 million letter of credit facility at A25.
- (6) Includes capitalised interest.

## Debt maturity profile

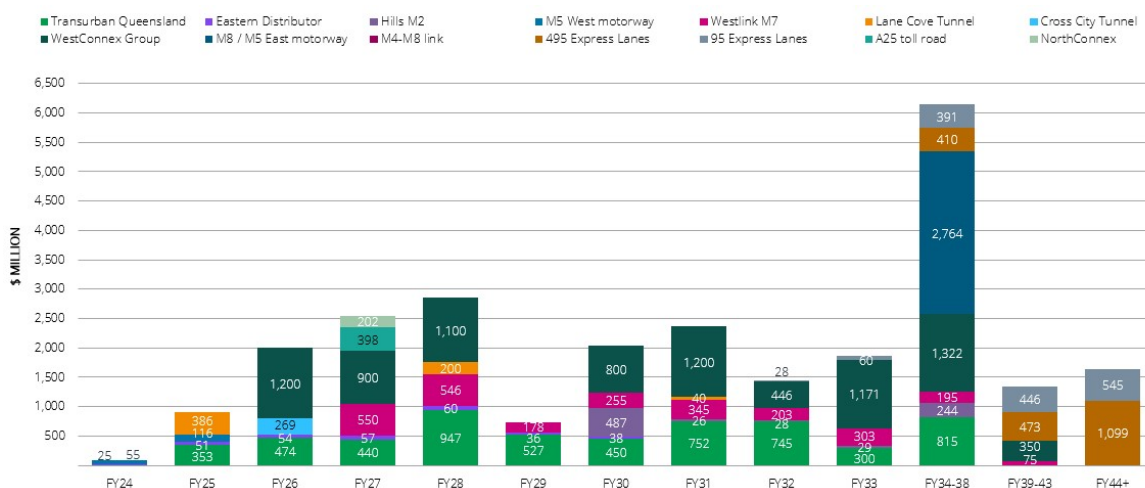
The maturity profile, by financial year, of the Group's corporate and non-recourse borrowings, including undrawn working capital and letter of credit facilities as at December 31, 2023, is shown below.

### Maturity of Corporate Debt by Financial Year (A\$ millions) as at December 31, 2023<sup>(1)(2)</sup>



- (1) The full value of debt facilities is shown. Debt is shown in the financial year in which it matures.
- (2) Debt values are shown in AUD as at December 31, 2023. CAD, EUR, NOK and USD debt converted at the hedged rate where cross currency swaps are in place. USD debt is converted at the spot exchange rate (0.6845 at December 31, 2023) where no cross currency swaps are in place. CAD debt is converted at the spot exchange rate (0.9052 at December 31, 2023) where no cross currency swaps are in place.

### Maturity of Non-Recourse Debt by Financial Year (A\$ millions) as at December 31, 2023<sup>(1)(2)</sup>



- (1) The full value of debt facilities is shown, not our share, as this is the value of debt for refinancing purposes. Debt is shown in the financial year in which it matures. Annual maturities or amortisation repayments less than A\$25 million are not shown for graph purposes.
- (2) Debt values are shown in AUD as at December 31, 2023. CAD, CHF and USD debt is converted at the hedged rate where cross currency swaps are in place. USD debt is converted at the spot exchange rate (0.6845 at December 31, 2023) where no cross currency swaps are in place. CAD debt is converted at the spot exchange rate (0.9052 at December 31, 2023) where no cross currency swaps are in place.

The weighted average maturity is calculated on the proportional value of drawn funds at the Australian dollar value of the debt. Canadian dollar, Euro, Norwegian Krone, Swiss Franc and U.S. dollar debt is converted at the hedged rate where cross currency swaps are in place. USD debt is converted at the spot exchange rate (0.6845 at December 31, 2023) where no cross currency swaps are in place. CAD debt is converted at the spot exchange rate (0.9052 at December 31, 2023) where no cross currency swaps are in place. At December 31, 2023, the weighted average term to maturity of our total drawn facilities (including corporate and non-recourse debt) is as follows:

- Transurban Group: 6.8 years (6.9 years as at June 30, 2023);
- Corporate: 5.2 years; and
- Non-recourse debt: 7.9 years.

## Financial Ratios

As described above under “—Liquidity and capital resources—Overview—Covenants”, under certain senior debt documents, we are required to maintain certain financial ratios, including a SICR. In addition, we monitor our funds from operations to debt ratio, as we use this to measure our credit metrics. The credit rating agencies also calculate this ratio in assessing our credit rating, although their methodology may differ.

### Senior Interest Coverage Ratio (SICR)

Our SICR is currently calculated as net group cash flow to group finance costs. Group finance costs include interest, recurring fees and net payment from hedges. The calculation includes the cash flows of the corporate security providers, which include distributions from entities in which the security provider directly holds marketable securities. The calculation reflects the cash flows available to service the senior secured lenders in accordance with the provisions of security arrangements. Under our senior debt documents, we are required to maintain a SICR of greater than 1.25 times. The table below sets out the historical SICR for the twelve month periods ended December 31, 2023 and 2022, and for the three financial years ended June 30, 2023, 2022 and 2021.

	Twelve months ended December 31,		Financial year ended June 30,		
	2023	2022	2023	2022	2021
SICR.....	4.6	4.0	4.2	3.3	2.8

### Funds from operations (FFO) to debt

Part of our capital strategy is to maintain strong investment grade credit metrics, including maintaining a FFO to debt ratio which supports this objective.

FFO is calculated as EBITDA (where EBITDA equals revenue minus operating expenses net of maintenance provision) plus distributions from investments; minus interest paid, tax paid, and stock compensation expense. Debt is calculated as statutory drawn debt net of cash, foreign currency hedging and other liquid investments.

This calculation is based on S&P’s methodology of FFO/debt and may be subject to adjustments in future periods and has been subject to amendments in prior periods.

The table below sets out our historical FFO to debt ratio for the twelve month periods ended December 31, 2023 and 2022 and for the three financial years ended June 30, 2023, 2022 and 2021.

	Twelve months ended December 31,		Financial year ended June 30,		
	2023	2022	2023	2022	2021
FFO to debt .....	12.1%	11.1%	12.3%	9.1%	9.4% <sup>(1)</sup>

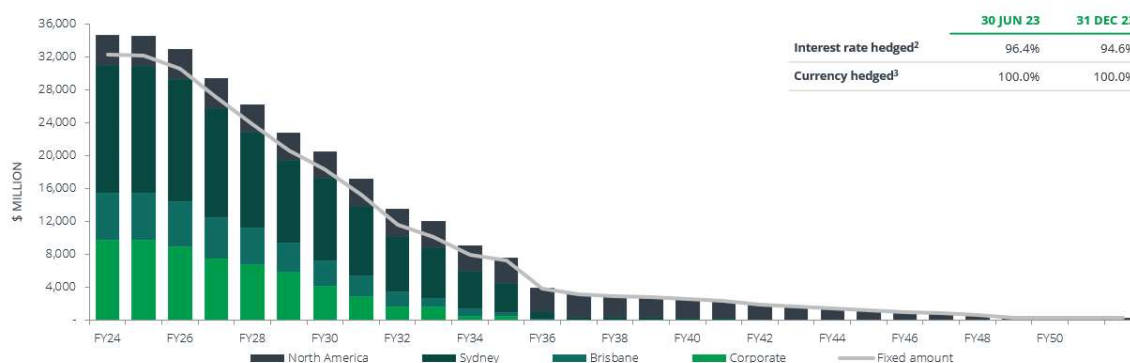
(1) FY2021 FFO/debt previously reported as 8.9% has been restated due to an amendment S&P have made in their calculation methodology.

## Hedging

We have entered into hedging arrangements with a number of our financiers to hedge our interest rate exposures in accordance with the terms of our senior financing documentation and our treasury policy. Most of our foreign currency denominated capital market issuances have been swapped into Australian dollars. Hedging arrangements (including by way of cross currency swaps) may be entered into to hedge any foreign currency exposures in respect of the Notes to be offered under this Offering Circular. These arrangements will be secured on a pari passu basis by the same security package that secures the senior facilities, the senior bonds and the Notes to be offered under this Offering Circular, and are similarly guaranteed by the Guarantors.

The hedging profile by financial year of our drawn corporate and non-recourse debt, on a 100% basis, as at December 31, 2023, is shown below.

### Hedging Profile by Financial Year (A\$ millions) as at December 31, 2023<sup>(1)</sup>



- (1) CAD, CHF, EUR, NOK and USD debt converted at the hedged rate where cross currency swaps are in place. USD debt is converted at the spot exchange rate (0.6845 at December 31, 2023) where no cross currency swaps are in place. CAD debt is converted at the spot exchange rate (0.9052 at December 31, 2023) where no cross currency swaps are in place.
- (2) CAD, CHF, EUR, NOK and USD debt converted at the hedged rate where cross currency swaps are in place. USD debt is converted at the spot exchange rate (0.6628 at June 30, 2023 and 0.6845 at December 31, 2023) where no cross-currency swaps are in place. CAD debt is converted at the spot exchange rate (0.8789 at June 30, 2023 and 0.9052 at December 31, 2023) where no cross-currency swaps are in place. Hedged percentage comprises fixed rate debt and floating rate debt that has been hedged and is a weighted average of total proportional drawn debt, exclusive of issued letters of credit.
- (3) A total of U.S.\$500 million and C\$370 million of corporate debt is not swapped to AUD, this debt forms part of the Group's net investment hedge relating to the U.S. and Canadian entities respectively.

## Contractual and commercial commitments

At December 31, 2023, we had the following contractual and commercial commitments.

### Capital commitments

	(A\$ in millions)			
Total <sup>(1)</sup> .....	506			
<b>Share of commitments for equity accounted investments</b>				
	<b>Transurban Chesapeake</b>	<b>A25</b>	<b>STP JV</b>	<b>Total</b>
	50%	50%	50%	
	(A\$ in millions)	(A\$ in millions)	(A\$ in millions)	(A\$ in millions)
Capital commitments.....	568 <sup>(2)</sup>	-	-	568

(1) Our capital commitments as of December 31, 2023 relate primarily to the West Gate Tunnel project.

(2) Our share of commitments for Transurban Chesapeake relate to Fredericksburg Extension and the 495 Express Lanes Northern Extension.

Under the leasing standard AASB 16, we hold no short-term leases to be recognised as commitments.

### Off-balance sheet arrangements

Other than as described above under “—*Contractual and commercial commitments*”, we have no material off-balance sheet contractual obligations or other commitments.

### Quantitative and qualitative disclosures about financial market risk

Our activities expose us to a variety of financial risks. Our overall risk management programme focuses on the unpredictability of financial markets, credit and liquidity risks and seeks to minimise potential adverse effects on our financial performance. From time to time, we enter into various derivative financial instruments, such as interest rate swaps, cross-currency swaps and foreign exchange contracts to manage these risks. We do not trade in derivative financial instruments for speculative purposes. Our hedging activities are conducted through our treasury department on a centralised basis in accordance with board policies and guidelines through standard operating procedures and delegated authorities.

### Foreign exchange risk

We operate internationally and are exposed to foreign exchange risk when future transactions and assets and liabilities are denominated in a currency that is not the entity’s functional currency.

Foreign currency exposures are viewed as either investment exposures or operating exposures. We generally manage exposures from investments in foreign assets using foreign currency debt. Our policy is to ensure that, at any time, all known material operating exposures for the following 12 months are hedged using hedging instruments or are offset by drawing on foreign currency funds.

We use hedging instruments such as cross-currency swaps, as well as natural hedges such as foreign currency-denominated operating expenses and foreign currency borrowings, to manage these exposures.

Our exposure to foreign currency risk as at December 31, 2023, denominated in the currency in which the risk arises, was as follows:

	As at December 31, 2023					As at December 31, 2022				
	(in millions)									
	USD	CAD	EUR	CHF	NOK	USD	CAD	EUR	CHF	NOK
Net investment in foreign operation	2,149	369	–	–	–	2,099	550	–	–	–
Borrowings	(4,143)	(650)	(3,950)	(565)	(750)	(4,143)	(650)	(3,300)	(765)	(750)
FX forwards	21	292	–	–	–	–	200	–	–	–
Cross-currency interest rate swap	3,643	–	3,950	565	750	3,643	–	3,300	765	750
<b>Net exposure</b>	<b>1,670</b>	<b>11</b>	<b>–</b>	<b>–</b>	<b>–</b>	<b>1,599</b>	<b>100</b>	<b>–</b>	<b>–</b>	<b>–</b>

Exposure to other foreign exchange movements is not material.

### Interest rate risk

Our main exposures to interest rate risk arises from term borrowings, facilities and interest earned. Our treasury department manages interest rate risk by entering into fixed rate debt facilities or using interest rate swaps to hedge floating rate debt. Our policy is to hedge interest rate exposure to between 80% and 100% of drawn debt while complying with the covenant requirements of our funding facilities. As at December 31, 2023, 94.6% of our proportional debt was hedged.

### Credit risk

Credit risk refers to the risk that a counterparty will default on its contractual obligations, resulting in financial loss. We have policies in place to ensure that transactions are only made with financial counterparties with a minimum credit rating, and subject to prudential oversight of an appropriate financial regulator. As an operator of large infrastructure assets, we are exposed to credit risk with our financial counterparties through entering into financial transactions in the ordinary course of business. These include funds held on deposit, cash investments and the mark-to-market value of derivative transactions.

We assess the credit strength of potential financial counterparties using objective ratings provided by multiple independent credit rating agencies. Board approved policies allow higher credit risk limits to be granted to higher rated counterparties. We also seek to mitigate our total credit exposure to counterparties by minimising the size of the exposure where possible through netting offsetting exposures, diversifying exposures across counterparties, closely monitoring changes in total credit exposures and changes in credit ratings or outlooks, and taking mitigating action when necessary.

Credit exposures and compliance with internal credit limits are monitored daily. An International Swaps and Derivatives Association agreement must be in place between us and the counterparty prior to executing any derivatives, which includes netting and set-off provisions.

### Liquidity risk

We finance our business primarily through cash flows from operations, borrowings from banks and proceeds from issuances of debt and equity securities.

We maintain sufficient cash and undrawn facilities to maintain short-term flexibility and enable us to meet financial commitments as they are due. We assess liquidity over the short-term (up to 12 months) and medium term (one to five years) by maintaining forecasts of operating expenses, committed capital expenditure, debt

maturities and payments to security holders. Long-term liquidity requirements are reviewed as part of the annual strategic planning process.

Short-term liquidity is managed by maintaining a liquidity reserve at the corporate level of the Group. The reserve is determined by applying risk scenarios on forward looking refinancing and capital expenditure commitments, and is maintained as cash and undrawn facilities. Forecasting is performed frequently to ensure the liquidity reserve is maintained to adequate levels. Medium term liquidity forecasting is maintained on a rolling five year horizon.

Existing cash reserves are sufficient to cover our anticipated cash flow needs. From time to time, some subsidiary assets may need to adopt a conservative approach to paying distributions to retain sufficient asset level liquidity.

All North American assets are currently forecast to have sufficient liquidity to meet their debt obligations, primarily based on existing cash reserves and loan structures. Some debt repayments may be capitalised which is a feature of some debt facilities in North America.

Transurban Finance Company Pty Ltd, our corporate borrowing entity and the Issuer, is currently forecast to maintain all required liquidity buffers for the Group as required under our treasury policy.

### **Key accounting estimates and judgements**

Our management is required to make judgements, estimates and assumptions in preparing our financial statements that affect the application of accounting policies and reported amounts of assets and liabilities, income and expenses. These estimates and associated assumptions are based on historical experience and various other facts that management believes to be reasonable under the circumstances, the results of which form the basis of judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results in the future may differ from these estimates. We review these estimates and underlying assumptions on an ongoing basis. See Note B3 to our consolidated financial statements audited in accordance with Australian Auditing Standards for the year ended June 30, 2023 incorporated by reference in this Offering Circular for more information regarding our accounting policies.



## REGULATION

Set forth below is an overview of some of the key regulatory regimes that apply to us and our operations with regard to privacy matters, anti-corruption matters, health and safety matters and environmental matters. The discussion below is neither a comprehensive summary of these regimes, nor is it a complete list of the legislation and regulation that apply to us.

### Regulations relating to Australian toll roads

#### Privacy Law

As collectors and users of personal information, we are bound by privacy laws in the jurisdictions in which we operate. Australia's *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles (**Australian Privacy Principles**) contained therein, as well as privacy laws in Australia's states and territories and the countries in which we operate, apply to our business. In broad terms, this means we must, where applicable Australian legislation applies:

- manage personal information in an open and transparent way, including adopting and making available a clearly expressed, up-to-date and compliant privacy policy;
- give individuals the option of not identifying themselves, or of using a pseudonym, when they interact with us where practicable;
- comply with applicable legislation as to notification requirements in relation to the collection of personal information (whether directly from the individual or via third parties) and obtain consent from the individuals concerned, when required, including if we collect their "sensitive" information;
- comply with the legislation as to when we may use and disclose personal information that we hold;
- use and disclose personal information for the purpose of direct marketing only in the circumstances permitted by applicable legislation;
- subject to some limited exceptions, take reasonable steps to ensure an overseas recipient of personal information we disclose deals with it consistently with the Australian Privacy Principles although, even if we do so, we generally remain liable for their conduct in relation to such personal information (some similar obligations apply under state-level legislation when transferring personal information out of the state);
- not use or disclose a government related identifier of an individual unless an exception applies;
- take reasonable steps to protect personal information we hold from misuse, interference, loss and unauthorised access, modification or disclosure, including when we disclose personal information to an overseas recipient;
- take reasonable steps to destroy or de-identify personal information when it is no longer needed for any purposes for which we are permitted to use or disclose it (and is not otherwise required to be retained under another applicable law);
- provide individuals with access to their personal information held by us in the circumstances required by applicable legislation; and
- take reasonable steps to correct personal information to ensure that, having regard to the purpose for which it is held, it is accurate, up-to-date, complete, relevant and not misleading (including when requested to do so by an affected individual).

In 2017, the *Privacy Amendment (Notifiable Data Breaches) Act 2017* (Cth) amended the Privacy Act to require government agencies and businesses covered by the Privacy Act to notify any individuals affected by a data breach that are likely to result in "real risk of serious harm". Of note, data breaches are not limited to malicious actions, such as theft or "hacking", but may arise from internal errors or failure to follow information handling policies that cause accidental loss or disclosure.

There are significant consequences to us if we breach these privacy laws, such as: (i) being the subject of investigation, monitoring or enforcement action by a regulator; (ii) being the subject of complaints by individuals to a regulator; and (iii) potentially being subject to infringement notices, prosecution or civil proceedings resulting in significant pecuniary penalties. For example, under the Privacy Act, serious or repeated interferences with privacy (i.e., breaches of the Privacy Act) may attract civil penalties currently of up to the highest of A\$50 million, three times the value of the benefit reasonably attributable to the breach or 30% of the company's adjusted turnover for companies and A\$2.5 million for individuals. In addition, individuals (whether alone, or as part of a class action) may pursue us for damages in certain cases.

On September 28, 2023, the Australian Federal Government released its response to the Privacy Act Review Report, which was released in February 2023 and included 116 proposals for reform to the Privacy Act and related legislation. The Federal Government agreed with 38 of the Report's 116 proposals, agreed-in-principle with a further 68, and noted the remaining 10. The agreed reforms will provide a greater range of enforcement powers to the Office of the Australian Information Commissioner, expand the order-making powers available to the courts for interferences with privacy, and enable the Attorney General to permit the sharing of information with appropriate entities in the fallout of an eligible data breach where such sharing would reduce the risk of harm. The agreed-in-principle items include the proposal to act fairly and reasonably when handling personal information, a direct right of action to enforce individual privacy rights, a statutory tort for serious invasions of privacy, tightening timeframes for notifiable data breaches, and an obligation to conduct privacy impact assessments for high privacy risk activities. Some proposals are subject to further consultation and the Federal Government expects legislation incorporating the reforms to go before Parliament in 2024.

## **Anti-Bribery & Corruption**

We are committed to responsible corporate governance, including ensuring that appropriate processes are in place to promote compliance with anti-bribery and anti-corruption laws in the countries where we operate.

### ***Australian Anti-Bribery & Corruption Regulation***

We are committed to ensuring compliance with the relevant laws and regulations in Australia, including:

- the *Criminal Code* (Cth), Schedule to the *Criminal Code Act 1995* (Cth);
- the *Corporations Act 2001* (Cth);
- the *Criminal Code* (Qld), Schedule 1 to the *Criminal Code Act 1899* (Qld);
- the *Crimes Act 1900* (NSW); and
- the *Crimes Act 1958* (Vic).

In broad terms, this means we must:

- not be involved in the giving, offering, soliciting or receiving of inducements, secret commissions, rewards or other benefits that are not legitimately due, to or from employees, agents of companies and individuals, or public officials (foreign or domestic). The conduct will be criminal if the person engaging in such behaviour had the intention of influencing, or in some cases was reckless in the course of doing so, the recipient in the exercise of his or her duties; or where the receipt or expectation of the receipt would tend to influence the person in the exercise of his or her duties;

- keep accurate records of transactions and our financial position; and
- review internal controls and policies and consider whether they sufficiently manage exposure to risk under the Commonwealth and State regimes in light of the nature and reach of our business activities.

A variety of agencies may seek to enforce compliance with relevant laws and regulations in Australia, including:

- the Australian Federal Police;
- the Commonwealth Department of Public Prosecutions;
- the Australian Securities and Investments Commission;
- the Office of the Director of Public Prosecutions (Qld);
- the Office of Public Prosecutions (Vic);
- the Office of the Director of Public Prosecutions (NSW);
- various State and Territory independent anti-corruption commissions; and
- the National Anti-Corruption Commission, which began its operations on July 1, 2023.

Severe legal penalties may be imposed on us and our officers, employees and agents if any of us are found to be involved in bribery or corrupt conduct, including imprisonment of individuals and substantial fines. For example, the *Criminal Code* (Cth) provides criminal penalties for the bribery of foreign and Commonwealth public officials. The maximum penalties for individuals are a fine of up to A\$3.13 million (10,000 penalty units), or up to 10 years imprisonment, or both. For corporations, the maximum penalty is currently the greatest of: (i) A\$31.3 million (100,000 penalty units) (ii) three times the value of the benefit obtained directly or indirectly by the corporation and its related entities as a result of conduct constituting the offence; or (iii) 10% of the annual turnover of the corporation and its related entities during the period of 12 months, ending at the end of the month in which the conduct occurred.

In addition to criminal penalties, any benefits obtained by foreign bribery may be forfeited to the Australian Federal Government under the *Proceeds of Crime Act 2002* (Cth). This Act allows proceeds of Commonwealth-indictable offences to be traced and confiscated. It also enables a court to require a person to appear before it to prove that unexplained wealth was lawfully acquired.

The Federal Government has introduced the Crimes Legislation Amendment (Combatting Corporate Crime) Bill 2023; a re-enlivened version of the 2019 Bill of the same name. The Bill passed through the House of Representatives in September 2023, and is currently before the Senate. If enacted, the legislation will create a new offence of “failing to prevent bribery of foreign public officials by an associate”. An “associate” relevantly includes any officers, employees, agents, contractors, subsidiaries or any other person within the control of a corporation or performing services on behalf of a corporation. The maximum penalties that are associated with the proposed offence are the same as those set out above for bribery of foreign and Commonwealth public officials. The Federal Government has made some changes to the text of the 2023 Bill, most notably the removal of provisions relating to Deferred Prosecution Agreements (**DPAs**). These provisions, proposed in the 2019 Bill, were intended to encourage corporations to self-report on potentially-offending conduct and cooperate with investigators, in exchange for an agreed financial penalty, increased obligations placed on them for a period, and freedom from prosecution. The scheme was intended to hold corporations to account for conduct that is otherwise difficult to investigate and prosecute without cooperation. However, the Federal Government has indicated that such a scheme will not be introduced without further reform to Australia’s corporate crime legislative framework.

The Australian states and territories vary as to the specific penalties that may be imposed where an individual or a corporation is convicted of the corrupt giving, offering, receiving or soliciting of inducements, secret commissions or rewards. Penalties may include fines and imprisonment including:

- ten years maximum imprisonment for an individual in Victoria;
- seven years maximum imprisonment (public officials only) for an individual in Queensland; and
- seven years maximum imprisonment, and the imposition of a A\$22,000 fine if the person being bribed is a member of the NSW Police Force, for an individual in NSW.

The *Criminal Code* (Qld) and the *Crimes Act 1900* (NSW) also make a person convicted of corrupt giving, offering or receiving of inducements, secret commissions or rewards liable to an order of the court to pay back the benefits received or given.

### **Environmental Law**

In Australia, there are numerous pieces of federal and state legislation relating to environmental management and regulation, and the regulatory landscape is complex and subject to regular change. Each of Victoria, NSW and Queensland has its own legislative scheme, consisting of a principal statute that is generally applied (being, the *Environment Protection Act 2017* in Victoria, the *Protection of the Environment Operations Act 1997* in NSW, and the *Environment Protection Act 1994* in Queensland). There are also a number of other applicable statutes regulating particular operations or environmental impacts. These include, for example, water, heritage, waste, air quality, noise, town planning, and environmental approvals for use and development of land. Across these jurisdictions there are broad similarities in the nature of the obligations imposed, including:

- it is an offence to pollute air, land or water unless an environmental licence is held;
- there is a requirement to hold town planning approvals for use and development of land, and these will include conditions on ongoing use;
- there is a detailed assessment process to be followed in order to seek approvals for new projects and developments. The assessment process for major transport projects may be facilitated by major projects legislation, which can provide some efficiencies and certainty;
- there are requirements to seek permission to works to or in the vicinity of, listed heritage buildings, items or areas;
- there is a requirement to meet air quality standards;
- disposal of waste is regulated so that certain waste can only be taken to certain disposal facilities, depending on the characteristics of the waste;
- there are obligations to manage contaminated soil and groundwater, which will sometimes require clean-up of contaminated areas; and
- licences are required to take and use groundwater and water in certain circumstances, and can include limits on the volume of water that can be taken.

In Victoria, the *Environment Protection Act 2017* (Vic) commenced on July 1, 2020. Under this new legislation, operators in Victoria are now subject to a range of new duties, most notably a general environmental duty to minimise risks of harm to human health and the environment from waste and pollution so far as reasonably practicable and associated duties to manage and notify the regulator about contamination. Heavier civil and criminal penalties have been introduced for breaches of the new Act and a range of new civil enforcement powers have been given to third parties and the Environment Protection Authority. Further, it is now possible for

company directors and officers to be held personally liable for the contraventions of their company, or for not being proactive in ensuring the business complies with the new duties. The *Environment Protection Act 2017* (Vic) signals a shift to a more proactive approach to environmental regulation in Victoria.

Similar to the recent reforms in Victoria, in NSW, the *Protection of the Environment Operations Act 1997* and four other environmental statutes in NSW were amended on March 4, 2022 by the passing of the *Environment Legislation Amendment Act 2022* (NSW). These reforms strengthened enforcement powers, extended liabilities and increased criminal penalties in relation to environmental offences.

In Queensland, the 2022 *Environmental Protection and Other Legislation Amendment Act* (Qld) was passed in March 2023 making amendments to Queensland environmental laws including to the *Environmental Protection Act 1994* (Qld). The changes include extended investigator powers, expanded executive officer liability and changes to the thresholds for notifying environmental harm and contaminated land and environmental impact assessment frameworks.

Breaches of obligations are treated seriously by the numerous government regulators. Regulators can decide what compliance action is appropriate, and this can include:

- seeking voluntary compliance;
- issuing statutory notices requiring remedial action by a certain date (and potentially closing operations until the action is implemented);
- commencing civil or criminal proceedings (for the more serious breaches);
- adverse publicity orders against persons who have breached environmental legislation;
- orders for compensation or payment of the amount of monetary benefits acquired by a breach; and
- revoking, suspending or cancelling approvals or licences.

The penalties for breaching environmental legislation vary significantly because the penalties are set in the numerous pieces of State legislation. Courts may decide the penalty after considering the details of the offence including its seriousness, consequences, culpability of the offender and compliance history. Directors and managers can also be held liable for pollution offences. However, certain defences may apply, such as the due diligence defence. The penalties for pollution offences included in environmental legislation in each State currently range from approximately A\$370,000 to A\$5 million.

The Commonwealth of Australia also federally legislates for environmental matters, including where an action will have, or is likely to have, a significant impact on a “matter of national environmental significance,” which includes matters such as listed threatened species and listed wetlands and heritage items, including Aboriginal cultural heritage. In those cases, a referral of a proposed action to the Commonwealth is required and additional approvals may need to be sought. The penalties included in Commonwealth legislation under the *Environment Protection and Biodiversity Conservation Act 1999* (**EPBC Act**) are generally more significant than those imposed by State legislation and can be up to A\$3.75 million for breaches by corporate entities. In some projects, approval may be required under both state and federal legislation. The EPBC Act was subject to an independent review, which was completed in October 2020. In late 2022, Australia’s Federal Labor Government committed to implementing many of the recommendations of that EPBC Act review, released the Nature Positive Plan in December 2022 setting out the pathway for reforming the Federal environmental law. The Federal Government has commenced consultation with stakeholders on the new Federal environmental laws and intends to introduce new legislation into Australia’s Parliament in 2024. The proposed EPBC Act reforms include establishing a new Federal Environmental Protection Agency that will be responsible for compliance and enforcement of the amended EPBC Act, mandatory publications of greenhouse gas emissions projections for projects and

businesses, establishing national environmental standards, and strengthened protections for conservation and Aboriginal cultural heritage.

Further, the Commonwealth has legislated on greenhouse gas emissions and energy reporting. If either a facility or a corporate group meets the thresholds set in the *National Greenhouse & Energy Reporting Act 2007*, then it must report annually on its greenhouse gas emissions, energy production and energy consumption. Companies which have facilities that emit more than 100,000 tCO<sub>2</sub>-e of covered emissions (scope 1 emissions) in a financial year are subject to the Safeguard Mechanism. This extends to businesses across a broad range of industry sectors, including electricity generation, mining, oil and gas extraction, manufacturing, transport and waste. The Safeguard Mechanism requires safeguard facilities to reduce their emissions in line with Australia's climate targets.

### **Health and Safety legislation**

As we own and operate motorway assets in Victoria, NSW and Queensland, we ensure that each part of the business complies with the relevant Australian health and safety legislation as applicable in each jurisdiction. Where practical, we also seek to harmonise our health, safety and environmental practices nationally.

In Australia, there are numerous pieces of legislation that regulate workplace health and safety. Each state and territory has its own legislative scheme consisting of a principal statute that is generally applied (known as either the Work Health and Safety Act or the Occupation Health and Safety Act), in addition to regulations specific to particular business operations. Other than in Victoria, the legislation in each state and territory is based on a harmonised model and despite there being different legislative regimes, there are broadly similar and consistent obligations imposed across each legislative scheme. These include:

- a requirement for business operators to ensure, so far as is reasonably practicable, the health and safety of “workers” (a group broader than employees that can also include contractors and their employees) whose activities in carrying out work are influenced, or directed by, them during the course of business. This requires (among other things) that employers provide a safe work environment, safe systems of work, training and supervision; and
- imposing specific duties for particular individuals working for a business, including specific obligations on company directors and officers (for example, to exercise due diligence to ensure the business meets health and safety obligations), and specific obligations on employees (for example, to take reasonable care to ensure the health and safety of themselves and others).

Breaches of the workplace safety legislation can result in state government safety regulators:

- giving advice on compliance and seeking voluntary compliance;
- issuing statutory notices requiring remedial action by a certain date (and preventing operations until the action is implemented);
- commencing prosecution proceedings; and
- revoking, suspending or cancelling authorisations.

Court prosecutions are commonly commenced for serious breaches (particularly those resulting in serious injury or death).

The penalty imposed for breaching health and safety obligations varies across the states. A court will usually decide the penalty after considering the particular circumstances, which can include the seriousness of the offence, the consequences of the offence, the degree of culpability of the alleged offender, and any relevant

compliance history. For example, the maximum penalties for breaching the NSW Work Health and Safety Act are currently as follows:

- corporation: up to approximately A\$4 million; and
- officer of a corporation: up to approximately A\$800,000 and / or five years imprisonment.

An offence of industrial manslaughter has recently been introduced in Queensland, Victoria, the Northern Territory, the Australian Capital Territory and Western Australia under their applicable work health and safety legislation. The offence applies to negligent conduct by employers or other duty holders, or an officer of an organisation, which breaches a duty owed under the applicable legislation and causes the death of another person who was owed the duty.

The maximum penalties for breaching the Victorian Occupational Health and Safety Act are, for an individual, up to 25 years imprisonment and, for a corporation, a fine up to approximately A\$19.2 million.

Similarly, the maximum penalties for breaching the Queensland Work Health and Safety Act are for an individual, up to 20 years imprisonment and, for a corporation, a fine up to approximately A\$15.5 million.

While NSW does not have a specific industrial manslaughter offence, the death of a person at work may constitute manslaughter under the NSW Crimes Act. An individual is liable for up to 25 years imprisonment for the offence of manslaughter. New South Wales has also signaled an intention to introduce a similar offence of industrial manslaughter into the *NSW Work Health and Safety Act* in 2024. The consequences of breaching applicable health and safety legislation and/or committing an industrial manslaughter offence may include: (i) investigation, prosecutions and financial penalties; (ii) notices prohibiting unsafe activities or requiring improvements; (iii) increased operating and compliance costs; (iv) reputational harm and (v) increased workers' compensation insurance premiums.

### **Labour relations legislation**

We are subject to the national *Fair Work Act 2009* of Australia (**FW Act**), which is Australia's primary piece of legislation governing the relationship between employers and employees.

The FW Act provides that employees in Australia are subject to eleven "National Employment Standards". These National Employment Standards cover subject matter such as maximum weekly hours, annual leave, personal leave, parental leave, requests for flexible work arrangements, family and domestic violence leave, notice of termination and redundancy pay and public holidays.

In addition to the National Employment Standards, there is also a comprehensive system of modern awards that apply to non-managerial employees in a range of industries. Modern awards are industry or occupation-based, and apply to employers and employees who perform work covered by the award. These modern awards prescribe minimum terms and conditions of employment for employees who fall within the applicable industry or occupational categories within the modern awards and address issues such as job classification and associated minimum rates of pay, termination of employment (including redundancy pay), hours of work, shift work, overtime and penalty pay arrangements.

Employers and groups of employees (often through a union representative on their behalf) also have an opportunity to negotiate collective agreements known as Enterprise Agreements. These Enterprise Agreements enable the parties to agree to collective workplace conditions tailored to a business, typically, in order to depart from the underlying award provided that employees are better off overall. See "*Business—Employees*" for a description of the Enterprise Agreements that apply to a portion of our workforce.

Employers may be subject to penalties if they contravene the conditions of the National Employment Standards or an applicable Enterprise Agreement and Award.

The FW Act regulates the ability of employees to take industrial action. Industrial action is only “lawful” where an Enterprise Agreement (or agreements under the predecessor legislation to the FW Act) has expired and the employer and employees are negotiating a new agreement. Enterprise Agreements can have a term up to four years. Further, such “protected” industrial action requires a secret ballot among the employees endorsing such action and various notification requirements need to have been satisfied. Where industrial action is not “protected” it is considered to be unlawful, and the independent body established under the FW Act, known as the Fair Work Commission, is able to order those employees back to work.

The Fair Work Commission is able to hear disputes between us and our employees in relation to our Enterprise Agreements under the FW Act. A dispute resolution provision is common in agreements between employers and groups of employees which are predominantly “blue collar” and where union membership is at relatively high levels.

Recent industrial relations reform has also resulted in a number of significant amendments to the FW Act, including in respect of the termination, negotiation and approval of enterprise agreements, job security, sexual harassment, flexible work arrangements, fixed term employment arrangements, pay secrecy clauses and the gender pay gap. There are a number of other significant proposed amendments to the FW Act, including in respect of increased maximum penalties for breaches of the FW Act, the definitions of casual employees and independent contractors, protected rates of pay for labour hire, and awards and enterprise bargaining.

### **Anti-discrimination and equal opportunity legislation**

Federal and state and territory legislation requires us to provide equal opportunity in employment and the provision of services, and prohibits discrimination against employees, independent contractors and consumers (among others). Discrimination is prohibited on a wide range of specified grounds including age, physical or mental disability, race, sex, intersex status, sexual orientation, gender identity, marital or relationship status, parental status and carer responsibilities, impairment, trade union activity, religious belief and political belief. A number of these characteristics are also protected by the FW Act, which prohibits employers and principals from taking adverse action against an employee or prospective employee because of a personal, protected characteristic. Employers who are found to be in breach of federal or state and territory legislation (including vicariously via the conduct of their employees) may be liable to pay compensation to an aggrieved party or take other action to remedy the discriminatory conduct.

There is also extensive legislation prohibiting harassment (including sexual harassment and sex-based harassment), hostile work environments, bullying and victimisation in employment. These matters are also considered a safety issue, and management of such risks fall within the same framework (including enforcement action) as other work, health and safety issues described below. Employers who are found to be in breach of this legislation may be liable to pay compensation or take other action to remedy the conduct. As a consequence of recent legislative reform, employers and persons conducting a business or undertaking (PCBUs) now also have a positive duty to take reasonable and proportionate measures to eliminate discrimination on the grounds of sex, sexual harassment, sex-based harassment, hostile work environments and victimisation in the workplace as far as possible.

### **Wage theft legislation**

In June 2020, the *Wage Theft Act 2020* (Vic) was introduced in Victoria. The legislation is the first of its kind in Australia and creates three primary criminal offences in relation to employee entitlements. These offences apply where an employer dishonestly withholds employee entitlements; falsifies employee entitlement records to dishonestly obtain a financial advantage or to prevent exposure of a financial advantage having been obtained; or fails to keep an employee entitlement record to dishonestly obtain a financial advantage or to prevent exposure of a financial advantage having been obtained. Each offence attracts penalties of up to A\$1,153,860 for a body corporate or up to 10 years’ imprisonment for an individual. A state-based Wage Inspectorate has also been



established who will enforce the legislation through various investigative powers. In September 2020, the *Criminal Code Act 1899* (Qld) was also amended to criminalise wage theft. Employers in Queensland are now criminally liable for wilfully or deliberately failing to pay an employee, which incorporates a broad range of non-payments including underpayment of hours, unpaid penalty rates, unpaid superannuation and withholding entitlements. Employers convicted of stealing are liable to imprisonment for 10 years, and up to 14 years in cases of fraud.

As part of the wide-ranging industrial relations reforms proposed to be introduced shortly as referred to above, the Federal Government will also seek to criminalise wage theft including in respect of the underpayment of statutory superannuation contributions. If passed, an offence is punishable on conviction for an individual, by a term of imprisonment of not more than 10 years, a fine of the greater of three times the underpayment amount or A\$1.5 million or both; and for a body corporate, a fine of the greater of three times the underpayment amount or A\$7.8 million.

The Federal wage theft laws will operate concurrently with state-based laws already in place or proposed to be introduced.

### **Modern Slavery**

The *Modern Slavery Act 2018* (Cth) establishes Australia's national modern slavery reporting requirements and was enacted in response to the risk of modern slavery within supply chains. The legislation imposes mandatory reporting obligations on "reporting entities" in the form of having to submit a modern slavery statement annually to the Attorney General's Department. A "reporting entity" is an Australian entity, or an entity carrying on business in Australia, with a consolidated revenue of at least A\$100 million for the reporting period. Accordingly, we are a reporting entity and are required to prepare an annual modern slavery statement. This statement must describe our structure, operations and supply chains; risks of modern slavery practices in our operations and supply chains and those of any entities that we own or control; actions taken by us, and any entity we own or control, to assess and address risks, including due diligence and remediation processes; how we assess the effectiveness of such actions; the process of consultations with any entities that we own or control; and any other relevant information. There are currently no civil penalty or offence provisions under the legislation for non-compliance. However, the Attorney General has powers of investigation, can request an explanation from an organisation who fails to comply and may publicly name a non-complying entity in certain circumstances. Additionally, on May 25, 2023, the report of the statutory review of the *Modern Slavery Act 2018* (Cth) was tabled in Parliament. The report explored the effectiveness of the Act in respect of its first three years in operation, and made thirty recommendations regarding reforms to Australia's modern slavery reporting regime. One of the recommendations, the establishment of an independent anti-slavery commissioner, has been adopted by the Federal Government. The Federal Government has not yet indicated which of the balance of the recommendations they intend to adopt.

In NSW, the *Modern Slavery Act 2018* (NSW) came into force on January 1, 2022. The NSW legislation has been harmonised with the Commonwealth legislation with a reporting obligation on NSW government bodies, local councils and state-owned corporations and an obligation to take reasonable steps to ensure that goods and services procured are not the product of modern slavery.

### **Regulations relating to United States toll roads**

#### **Privacy Law**

As part of the operation of our United States toll roads, we monitor such roads with 24 hours seven days a week video monitoring to ensure compliance with high occupancy vehicle lane rules. Certain information we receive from such monitoring is shared with VDOT and law enforcement agencies. Since our United States toll roads are entirely located within the Commonwealth of Virginia, they are subject to U.S. federal and Virginia state

laws relating to drivers' privacy protection and restrictions on the release of personal information, as well as fair information principles or business practices, including the collection, storage and sharing of private data. We have put in place procedures to ensure compliance with such requirements.

### **Anti-Bribery & Corruption legislation**

As our toll roads are located in the Commonwealth of Virginia, we are subject to relevant U.S. federal and Virginia state laws, including applicable anti-bribery and anti-corruption laws and regulations. In addition to prohibiting commercial bribery, Virginia law makes it a felony to offer or promise a gift or gratuity to a government officer, law enforcement officer, or candidates for such positions in order to influence their official conduct. Accordingly, our associates, are not permitted to authorise or make any payments, offers, promises, or otherwise provide, accept, receive, or request, things of value on our behalf that are, or could be interpreted as being, illegal, unethical, or a form of bribery. Similarly, our associates may not travel or use the mail or other means of communication to commit, further, or distribute the proceeds of, among other things, a bribe.

Violations of the relevant laws could result in fines, criminal penalties, imprisonment of individual officers or employees, and/or other sanctions against us, our officers or our employees, requirements to impose more stringent compliance programmes, and prohibitions on the conduct of our business and our ability to participate in public biddings for contracts.

### **Health and Safety legislation**

In the United States, most private sector employers are subject to the requirements set forth under the federal Occupational Safety and Health Act (**OSHA**) or comparable state-level programmes, including Virginia's Occupational Safety and Health laws, standards and regulations (**VOSH**). Since our current United States toll roads are entirely located within the Commonwealth of Virginia, they are subject to VOSH, which imposes substantially similar obligations as OSHA. OSHA generally imposes a duty to provide a safe workplace and requires covered employers to comply with all applicable OSHA safety and health standards. Examples of such safety and health standards include a requirement to inform workers of chemical hazards specific to their workplace, to provide relevant safety training and to maintain accurate records of work-related injuries and illnesses. The Virginia Department of Labor and Industry enforces VOSH and carries out inspections and levies fines for VOSH violations.

### **Federal Communications Commission**

We are required under the rules and regulations of the Federal Communications Commission (**FCC**) to obtain a wireless licence for each toll transmission gate entry with respect to our United States toll roads. This requirement stems from the need to utilise radio frequencies for the equipment to operate at such gate entries. We have established procedures to ensure such licences remain in place and that we comply with all applicable FCC regulations.

### **Labour relations legislation**

We are subject to various United States, Washington, D.C., and Commonwealth of Virginia employment and labour laws. These laws include (i) preserving our employees' right to choose or not to choose to join an union and collectively bargain with their employer, (ii) prohibitions regarding discriminating against employees on the basis of age, sex, race, colour, national origin, religion, disability unrelated to their ability to perform the job, pregnancy, childbirth, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, matriculation, and political affiliation, (iii) prohibitions against unequal pay on the basis of sex for performing the same job, (iv) payment of minimum wage and overtime wages to employees in non-exempt job classifications, (iv) paid sick and family leave, and (v) employee protections for whistleblower activities under certain laws. These laws can be enforced through the federal or state courts by governmental agencies or by the employees themselves. Typical remedies for violation of these laws include

employee reinstatement, back pay, front pay (in lieu of reinstatement), punitive or exemplary damages, and payment of the employees' attorneys' fees.

## **Regulations relating to Canadian toll roads**

### **Canadian Privacy Legislation**

We are subject to an *Act respecting the protection of personal information in the private sector* (Quebec), which regulates the collection, storage, and communication of personal information about individuals by private enterprises operating in the province of Quebec. The rules established by the *Act respecting the protection of personal information in the private sector* serve to supplement the privacy provisions contained in Quebec's *Civil Code* and also address issues respecting the transfer of personal information outside of the province. We are also subject to an *Act respecting Access to documents held by public bodies and the Protection of personal information* (Quebec) with respect to personal information transmitted by us to the Government of Quebec.

At the federal level, the *Personal Information Protection and Electronic Documents Act* (**PIPEDA**) also applies to the protection of personal information. Where the collection, use or disclosure of personal information occurs across Quebec's borders, we could conceivably be subject to PIPEDA in addition to provincial privacy legislation.

If we were found to be in violation of the applicable privacy statutes or other laws protecting the confidentiality of user information, we could be subject to sanctions and civil or criminal penalties, which in turn could materially adversely affect our business, results of operations or financial condition.

### **Canadian Anti-Bribery & Corruption Legislation**

We are committed to ensuring compliance with the relevant laws and regulations in Canada, including the Criminal Code (Canada) which prohibits corrupt payments to governmental officials. Violations of these laws and regulations could result in fines, criminal penalties and/or other sanctions against us, our officers or our employees, requirements to impose more stringent compliance programmes and prohibitions on the conduct of our business and our ability to participate in public biddings for contracts.

In Quebec, *An Act Respecting Contracting by Public Bodies* (Quebec) (the **Public Contracting Act**) establishes a process to verify if an enterprise wishing to enter into a contract or subcontract with a Québec public body (a **Public Contract**) satisfies the required high standards of integrity that the public is entitled to expect from a party to such a Public Contract. As a result, enterprises that wish to enter into a Public Contract must obtain an authorisation to do so (an **Authorisation**) from the *Autorité des marchés publics* (the **AMP**) in accordance with the Public Contracting Act.

Under the Public Contracting Act, the AMP is obliged to revoke an Authorisation in certain circumstances, notably where a majority shareholder of an enterprise holding an Authorisation, or one of its directors or officers when acting on behalf of the enterprise (an **Associate**), is found guilty of one of the offences listed from time to time in Schedule I of the Public Contracting Act (each, an **Offence**). As such, if one of our Associates were convicted of an Offence by final judgement, we could lose the ability to enter into and perform certain Québec Public Contracts for a period not exceeding five years and be subject to fines or other penalties in certain situations. Effective April 1, 2015, *An Act to ensure mainly the recovery of amounts improperly paid as a result of fraud or fraudulent tactics in connection with public contracts* has amended the Public Contracting Act to provide that the AMP is under no obligation to refuse to grant or renew, or to revoke, an Authorisation pursuant to the Public Contracting Act if the enterprise applying to obtain or holding such Authorisation is convicted of an Offence by final judgement. If we were so convicted, the fact that we have been found guilty of an Offence would be a factor that the AMP may consider to determine whether or not the renewal of its Authorisation should

be refused or if its Authorisation should be revoked based on the finding that we fail to meet the high standards of integrity promoted by the Public Contracting Act.

In all cases where we would become ineligible to enter into and perform Public Contracts as a result of an Associate being convicted of an Offence or of losing our Authorisation as a result of being ourselves convicted of an Offence, we could suffer damage to our reputation resulting from such a conviction, as we would be publicly listed as an ineligible company on the *Québec's Register of Enterprises Ineligible for Public Contracts*.

Amendments in public procurement laws and regulations could require us to further implement certain changes to our business practices and, as a result, impose additional costs on us, which in turn could materially adversely affect our business, results of operations or financial condition.

### **Canadian Environmental Legislation**

Our operations are subject to regulation in Canada under federal and provincial environmental laws and regulations as well as municipal bylaws.

Canadian environmental protection legislation includes the regulation of air, soil and water pollution, use, handling, generation, transportation and storage of hazardous substances and wastes, above ground and underground storage tanks, pesticides, and explosive and radioactive substances. The statutes dealing with such matters are generally enforced by any or all of the following: administrative penalties, criminal sanctions, investigation, abatement, remediation and restraining orders. Environmental protection legislation also provides courts with the power to strip profits, order licence suspensions and issue fines.

The federal government's regulatory regime comprises environmental assessment and review procedures, prohibitions on releases into the environment, prohibitions or restriction on the manufacturing, sale, import and export of certain substances, licence and permit requirements, spill reporting and clean-up requirements, environmental emergency preparedness, ministerial powers to issue orders, and statutory offences. The principal federal environmental statutes are the Canadian Environmental Protection Act, 1999, which regulates, among other things, the manufacture, import, export, use, handling, release and disposal of toxic substances, the Fisheries Act, which regulates discharges into waters under federal jurisdiction, and the Canadian Environmental Assessment Act, 2012. The provinces also have a share of the authority in this area by virtue of their general right to legislate over real property matters and other matters that lack interprovincial or national significance. The principal provincial environmental statute in Quebec is the Environment Quality Act (Quebec), which statute and regulations adopted thereunder include authorisation requirements, environmental impact assessment, land remediation and environmental protection legislation. In addition to provincial regulation, we must also comply with applicable municipal by-laws which regulate matters such as zoning, land use, noise and air emissions and wastewater discharges.

### **Canadian Health and Safety Legislation**

Occupational health and safety laws combine an "external" system of legislated minimum standards and duties, enforced by inspections and penalties, with an "internal" system whereby employer and employees co-operate in assuming certain responsibilities for safety in the workplace.

Under the external system, an employer must take the necessary measures to protect the health and ensure the safety and physical well-being of its workers. The employer's duties include ensuring that the working procedures and techniques do not adversely affect the safety or health of workers, supplying safety equipment in good condition, providing workers with adequate information as to the risks connected with their work, as well as providing the appropriate training and supervision to ensure that workers possess the skills and knowledge required to safely perform their work. For their part, employees are required to take all reasonable and necessary precautions to ensure their health, safety and physical well-being as well as to see that they do not endanger the health, safety or physical well-being of their co-workers. Under the internal system, health and

safety legislation allows employers to establish “joint workplace safety committees” made up of workers and managers. These committees keep records of work accidents and oversee workplace safety programmes.

Central to the occupational health and safety system is an employee’s right to refuse work that he or she reasonably believes to be unsafe. Occupational health and safety statutes in most jurisdictions prohibit an employer from dismissing or disciplining an employee for exercising this right.

Failure to comply with occupational health and safety legislation can result in significant fines against the employer including if an employee is injured as a result of such a violation. Under the regimes in Quebec, health and safety inspectors have broad investigative powers, may enter a workplace unannounced and can issue remedial orders requiring the employer to comply with health & safety requirements.

### **Canadian Labour Relations Legislation**

Applicable employment standards and other labour laws regulate certain terms and conditions of employment. The legislation is generally of broad application, applying in most workplaces and to most kinds of employment.

Generally, employees are guaranteed certain minimum rights with respect to the terms and conditions of their employment. Terms and conditions established by legislation include, but are not limited to: minimum wages, hours of work, overtime pay, daily and weekly rest periods, vacations and vacation pay, statutory holidays, pregnancy and parental leave, equal pay for work of equal value, minimum periods of notice of termination and/or severance pay, and terms that govern the treatment of employees on the sale of a business (or part of a business). *The Act respecting Labour Standards* (Quebec) has specific unjust dismissal provisions that can result in the reinstatement of an employee who was wrongfully dismissed.

Labour laws also grant employees the right to form or join a trade union for the purpose of bargaining collectively with employers. Labour legislation obliges employers to recognise a trade union’s exclusive bargaining rights with respect to the “bargaining unit” that it represents and to bargain in good faith with the union. It also endeavours to protect employees and employers against unfair labour practices on the part of employers and trade unions, respectively.

Canadian labour legislation also provides for government intervention by way of a conciliation process in situations where the parties have been unable to conclude a collective agreement and for the right of employees to strike and the right of employers to lock out. Strikes and lockouts are illegal during the term of a collective agreement.

### **Legislation Relating to Toll Roads in the Province of Quebec**

The Act respecting transport infrastructure partnerships (Quebec) (the **Infrastructure Partnership Act**) sets standards for the construction, rehabilitation or operation of transportation infrastructure projects in partnership with the private sector and provides specific powers to the Minister of Transport and the Government of Quebec. More specifically, it governs the construction and operation of road infrastructure under a partnership agreement and provides for the application of the Highway Safety Code (Quebec) (the **Highway Safety Code**) to such infrastructure as well as certain rules concerning the imposition of tolls and their recovery.

We are subject to the Infrastructure Partnership Act in connection with the partnership agreement between ourselves and the Minister of Transport for the design, construction, financing, operation and maintenance of a section to complete Highway A-25 in the Montreal metropolitan area (the **Partnership Agreement**). The Infrastructure Partnership Act provides namely that:

- road infrastructure operated under a partnership agreement is a public road within the meaning of Article 4 of the Highway Safety Code and the Highway Safety Code shall apply in the same manner as if it were maintained by the Minister of Transport, as well as any other applicable law on such a road;

- the partner operating a road infrastructure (the **Partner**) is deemed, for the purposes of the Highway Safety Code, to be the person responsible for maintaining the public road that constitutes this infrastructure;
- the Minister of Transport may delegate its powers to the Partner, but the Partner is not an agent of the Crown;
- the Government of Quebec may fix the amount of tolls, fees and interest by regulation;
- the Partner may, subject to regulations, fix, collect and recover tolls, administration fees and interest rates;
- the toll, as well as the fees and interest payable under the Infrastructure Partnership Act for driving a road vehicle on a designated infrastructure, must be paid to the Partner by the person designated in Article 13. There is a list of persons responsible for paying the toll;
- a toll becomes payable as soon as the road vehicle enters a designated infrastructure;
- tolls, fees and interest collected by or on behalf of a Partner belong to the Partner, unless the partnership agreement provides that part of the money collected belongs to the Crown;
- the Partner holds in trust the portion of the money collected that belongs to the State; and
- the persons referred to in paragraphs 1, 3, 4 and 6 of Article 13 are obliged to pay the toll.

The *Ministerial Order respecting the designation of toll road infrastructure operated under a public private partnership agreement* designates the P-15020 Bridge of Highway 25 (the **A-25 Bridge**) that crosses the Des Prairies River, which we operate, as a “toll road infrastructure”. The *Regulation respecting toll road infrastructure operated under a public-private partnership agreement* provides, for the A-25 Bridge, *inter alia*:

- the Partner’s obligation to publish in the *Gazette officielle du Québec* its rate schedule which specifies, *inter alia*, the schedule of expected peak periods, the amount of the toll per axle, the amount of the administration fees; and the applicable interest rate; and
- certain guidelines for setting tolls, administration fees and interest.

The Highway Safety Code governs road signs and provides namely that:

- standards for the manufacture and installation of road signs, intended for installation on a public road or on a road vehicle, are established by the Minister of Transport and set out in a road sign manual (the **Manual**);
- the person responsible for the management or maintenance of a public roadway is required to comply with the Standards set out in the Manual when an obligation to do so is indicated; and
- the Minister of Transport may, at the expense of the person responsible for the management of the road, remove any signage that does not comply with the Manual.

As the person responsible for the management and maintenance of a portion of Highway A-25, we are required to comply with the requirements of the Highway Safety Code, the *Regulation respecting road signs* (Quebec) and the *Standards Series – Road Works (Normes – Ouvrages routiers)* regarding traffic signs prescription, danger, indication and work signs.

## PRINCIPAL SHAREHOLDERS

### Description of ownership structure

#### Overview

The Transurban Group is a triple-stapled security comprised of shares in THL and TIL and units in THT. None of the components of the stapled security can be traded separately. We are listed on the Australian Securities Exchange and, as at December 29, 2023, we had a market capitalisation of approximately A\$42.34 billion (U.S.\$28.91 billion based on the noon buying rate at December 29, 2023 which was A\$1.00 = U.S.\$0.6828). See “*Selected historical financial data*” for more information.

#### Principal shareholders

Based on publicly available information, as at December 31, 2023, we have determined that the following persons had notifiable “substantial holdings” under the Corporations Act of our stapled securities (a person’s notifiable “substantial holding” is the aggregate of the “relevant interests” (broadly defined) in voting securities held by the person and by its “associates” (also broadly defined)):

	Number of securities	Percentage of securities (%)
Unisuper Limited (BNP Paribas Nominees Pty Limited) <sup>(1)</sup>	353,546,428	11.48%
BlackRock Group (BlackRock Inc and its subsidiaries) <sup>(2)</sup>	249,511,959	8.08%
State Street Corporation and its subsidiaries <sup>(3)</sup>	244,420,346	7.29%
The Vanguard Group (The Vanguard Group Inc. and its subsidiaries) <sup>(4)</sup>	153,517,197	5.00%

(1) Sourced from notice of change of interests of substantial holder dated August 16, 2023. Percentage of securities based on securities on issue as at August 10, 2023.

(2) Sourced from notice of change of interests of substantial holder dated October 17, 2023. Percentage of securities based on securities on issue as at October 13, 2023.

(3) Sourced from notice of change of interests of substantial holder dated April 19, 2023. Percentage of securities based on securities on issue as at April 17, 2023.

(4) Sourced from notice of change of interests of substantial holder dated December 8, 2021. Percentage of securities based on securities on issue as at December 6, 2021.

“Substantial holdings” does not equate with beneficial holdings (beneficial holdings are generally not notifiable under Australian law). The “substantial holding” notification requirements are based on “relevant interests” (generally a broader concept than beneficial interests) as outlined above.

## DESCRIPTION OF OTHER INDEBTEDNESS

Below is a summary of our other material corporate-level indebtedness and financing arrangements that will remain outstanding as at the date of this Offering Circular. The indebtedness described in this section is secured by the same security that will secure the Notes. In addition to our corporate-level debt, we have outstanding certain non-recourse indebtedness and financing arrangements with respect to our assets, including debt incurred by our Concessionaires (other than the CityLink Concessionaires) that is secured by the assets and cash flow of the relevant Concessionaire. See “*Operating and financial review—Liquidity and capital resources*” for further information. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the underlying documents.

### Rule 144A Notes

As of the date of this Offering Circular, we have outstanding:

- U.S.\$550 million aggregate principal amount of 4.125% Guaranteed Senior Secured notes maturing in February 2026 (the **2015 Rule 144A Notes**) and
- U.S.\$550 million aggregate principal amount of 3.375% Guaranteed Senior Secured notes maturing in March 2027 (the **2016 Rule 144A Notes**),  
in each case issued pursuant to the Indenture dated as of November 2, 2015 (the **2015 Indenture**); and
- U.S.\$900 million aggregate principal amount of 2.450% Guaranteed Senior Secured notes maturing in March 2031 (the **2020 Rule 144A Notes**), issued pursuant to the Indenture dated as of September 16, 2020 (the **2020 Indenture**).

The indentures under which the 2015 Rule 144A Notes, the 2016 Rule 144A Notes and the 2020 Rule 144A Notes were issued contain customary affirmative and negative covenants that place various restrictions on us as well as customary events of default.

### Guarantees and Security

The obligations of the Issuer under the 2015 Rule 144A Notes, the 2016 Rule 144A Notes and the 2020 Rule 144A Notes are supported by guarantees and security arrangements, substantially as described in “*Description of the security arrangements*” below.

### Bilateral and syndicated loan facilities

We have a number of bilateral and syndicated loan facilities agreements (each, a **Facility Agreement**) which includes those set out in the table below as at December 31, 2023.

<b>Working Capital Facilities<sup>(1)</sup></b>				
<b>Syndicated facility agreement</b>	<b>Facility Limit</b>	<b>Maturity</b>	<b>Issued Amount</b>	<b>Date</b>
Facility 1	A\$825 million	November 2024	–	November 2019
Facility 2	A\$825 million	April 2027	–	April 2022
Facility 3	A\$1,000 million	June 2028	–	June 2023
<b>Bilateral facility agreement<sup>(2)</sup></b>	<b>Facility Limit</b>	<b>Maturity</b>	<b>Issued Amount</b>	<b>Date</b>
Facility 1	U.S.\$49 million	June 2024 December	U.S.\$49 million	December 2021
Facility 2	U.S.\$150 million	2024 September	U.S.\$111 million	December 2021
Facility 3	A\$40 million	2025	A\$24 million	September 2022



Facility 4	A\$50 million	September 2025	A\$15 million	September 2022
Facility 5	A\$60 million	September 2025	A\$4 million	September 2022
Facility 6	A\$6 million	December 2025	A\$5 million	December 2022
Facility 7	U.S.\$75 million	June 2026	U.S.\$75 million	December 2021

(1) Corporate Working Capital facilities are syndicated facilities and can be drawn in AUD and USD.

(2) Bilateral facilities agreements 2, 3, 4 and 5 can be issued in AUD, USD or CAD.

The interest rate is variable and is set according to the sum of a margin and the applicable benchmark rate for the requested duration on the date of the drawing. Amounts outstanding under these facilities are guaranteed by each entity that is a Guarantor in respect of the Notes.<sup>25</sup>

### Certain covenants

The Facility Agreements also contain customary financial and other covenants that place various restrictions on us, including without limitation on our ability to:

- create or permit to exist security interests;
- dispose of our assets; and
- make loans.

The Facility Agreements also contain a positive covenant to ensure that the senior Transurban Group interest coverage ratio does not fall below 1.25 to 1.00.

### Events of default

The Facility Agreements contain customary events of default.

### Guarantees and Security

The obligations of the Issuer under the Facility Agreements are supported by the guarantees and security arrangements as described in “*Description of the security arrangements*” below.

### Euro medium term note programme

We have a secured Euro medium term note programme pursuant to a programme agreement and a trust deed each originally dated as of October 27, 2011 (the **EMTN Programme**). Under the EMTN Programme we currently have on issue (i) EUR600,000,000 of 1.875% fixed rate notes due in September 2024, (ii) EUR500,000,000 of 2.00% fixed rate notes due in August 2025, (iii) NOK750,000,000 of 3.00% fixed rate notes due in July 2027, (iv) EUR500,000,000 of 1.75% fixed rate notes due in March 2028, (v) CAD650,000,000 of 4.555% fixed rate notes due in November 2028, (vi) €350,000,000 of 1.701% fixed rate notes due in July 2034, (vii) €600,000,000 of 1.450% fixed rate notes due in May 2029, (viii) €750,000,000 of 3.00% fixed rate notes due in April 2030 and (ix) €650,000,000 of 4.225% fixed rate notes due in April 2033.

<sup>25</sup> Excluding Facility 6 referred to in the list of bilateral facility agreements above.

The programme agreement and the trust deed for the EMTN Programme include certain customary affirmative and negative covenants which apply to the notes issued under the programme, including without limitation, a requirement to maintain a credit rating. These documents also include customary events of default.

### **Guarantees and Security**

The obligations of the Issuer and Finance Trust under the Euro medium term notes, the CAD medium term notes and the NOK medium term notes are supported by the guarantees and security arrangements as described in “*Description of the Security Arrangements*” below.

### **Hedging**

In addition to the above, we have in place hedging arrangements with various hedge counterparties. The hedging arrangements are supported by the guarantees and security arrangements as described in “*Description of the Security Arrangements*”.

## RELATED PARTY TRANSACTIONS

We engage in transactions with related parties in the ordinary course of business. Our related party transactions are made under normal commercial terms and conditions. Our related party transactions are set forth in detail below. Further information relevant to related party transactions is set out in Note B32 (**Related Party Transactions**) to our consolidated financial statements for the year ended June 30, 2023 incorporated by reference in this Offering Circular.

### Transactions within our Group

	Joint Ventures		
	FY2023	FY2022	FY2021
	A\$'000	A\$'000	A\$'000
<b>Transactions with Related Parties</b>			
Other revenue .....	136,544	120,926	90,282
Finance income .....	152,297	155,818	34,878
	<b>288,841</b>	<b>276,744</b>	<b>125,160</b>
<b>Outstanding balances with related parties</b>			
<b>Financial assets at amortised costs</b>			
NWRG shareholder loan notes .....	572,309	606,104	724,240
STP JV shareholder loans .....	1,407,309	1,388,564	627,450
Transurban Chesapeake loan receivable .....	–	1,889	1,728
<b>Other liabilities</b>			
NWRG payable for acquisition of customer base .....	(54,837)	(50,268)	(51,018)
NWRG shareholder loans commitments .....	(21,582)	–	–
Transurban Chesapeake other liabilities .....	–	(7,074)	(6,556)
NWRG other payables .....	–	(172)	–
<b>Other assets</b>			
NWRG shareholder loan note interest receivable .....	–	5	9
STP JV shareholder loan note interest receivable <sup>(1)</sup> .....	18,677	10,104	4,119
STP JV other receivables .....	823	2,789	2,843
Transurban Chesapeake other receivables .....	44,233	36,988	66,693
A25 other receivables .....	95	–	–
	<b>1,967,027</b>	<b>1,988,929</b>	<b>1,373,073</b>

(1) FY2022 amount has been restated to disclose interest receivable on STP JV SLNs issued during FY2022.

### NWRG shareholder loan notes

The NWRG SLNs consist of a non-interest bearing facility with a maturity date of June 2048 and an interest bearing SLN facility with a rate equivalent to the weighted average of the interest rate applicable to NWRG's senior secured debt plus a margin of 50 bps with a maturity date of August 2032. The agreement includes a mechanism to capitalise interest should funds not be available to settle accrued interest.

The nominal value of the NWRG SLNs as at June 30, 2023 was A\$693.0 million (FY2022: A\$777.4 million). The decrease during the period was due to the full repayment of the interest-bearing SLNs.

### STP JV shareholder loan notes

The STP JV SLNs earn interest at a rate equivalent to the weighted average of the interest rate applicable to WestConnex's senior secured debt plus a margin. The agreement includes a mechanism to capitalise interest should funds not be available to settle accrued interest. The SLNs have a maturity date of September 2028. The nominal value of the STP JV SLNs as at June 30, 2023 was A\$1,433.1 million (FY2022: A\$1,426.3 million).

**Transurban Chesapeake loan receivable**

The Transurban Chesapeake loan receivable consisted of an interest-bearing facility that was fully repaid in FY2023 (FY2022: U.S.\$1.3 million (A\$1.9 million)).

## DESCRIPTION OF THE SECURITY ARRANGEMENTS

*This section contains a summary of the Securities and the Security Trust Deed. It does not describe every aspect of them. This summary is qualified in its entirety by reference to the provisions of the Notes, the Securities, the Security Trust Deed and the other underlying documents described below. Copies of these documents are available upon request from the Issuer. In this section, all references to “our Group”, “we”, “us” and “our” and similar expressions refer to, collectively, the Issuer and each Security Provider.*

*Capitalised terms used in this section have the meaning given to them in the Security Trust Deed, unless otherwise defined. The Security Trust Deed was last amended on July 28, 2017. Please note that, in this section, the term **Victorian Guarantor** means each of THL, THT, TIL and TL, being the guarantors under the existing Victorian law-governed guarantees described below.*

### Overview

The obligations of the Issuer under the Notes will be secured by all the present and future assets and undertaking of the Issuer.

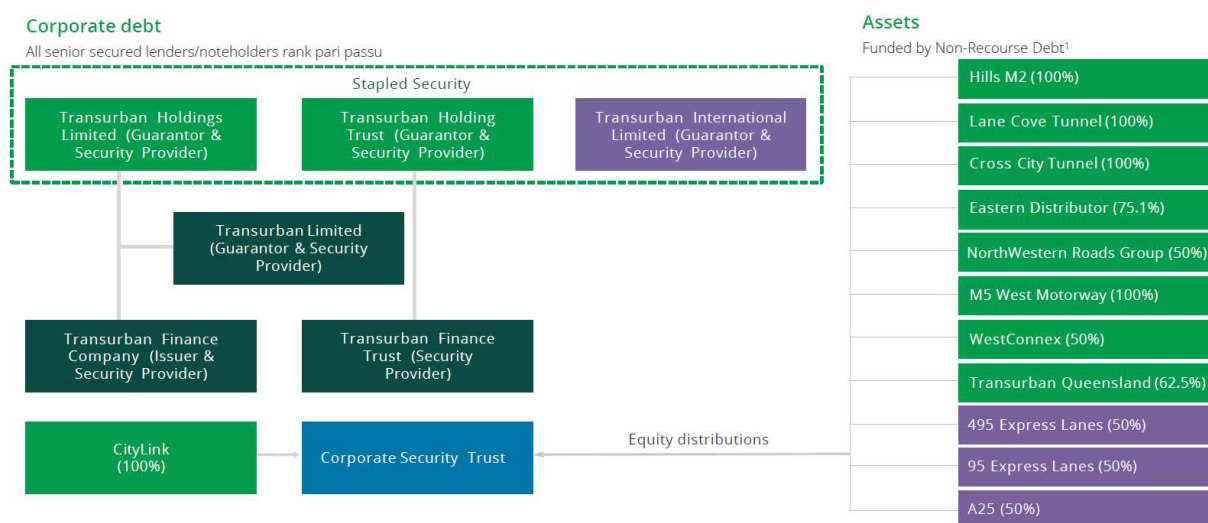
In addition, the obligations of the Issuer under the Notes will be guaranteed by each Victorian Guarantor. Each Victorian Guarantor has granted the security interests described below to secure its obligations under its guarantee. Finance Trust has covenanted in the Security Trust Deed and its Security to pay the Secured Money, which includes amounts owing under the Notes. Finance Trust’s covenants to pay represent primary monetary obligations of Finance Trust and will be secured by all present and future assets and undertakings of Finance Trust.

The security structure operates to secure rateably certain outstanding indebtedness owed by the Issuer (and each Security Provider under its guarantee or covenant to pay) to the defined Secured Creditors of the Issuer. Under this security structure, the Noteholders will be beneficiaries of the Security Trust as Senior Secured Creditors. The Security Trust Deed contains definitions of **Secured Creditors**, **Senior Secured Creditors** and **Subordinated Secured Creditors** and these are described further below in the section entitled “*Other Secured Creditors*”.

### Security

The following chart summarises the security arrangements that apply to our senior secured debt and the Notes.

## Group Security Structure



1. Percentages represent Transurban's ownership interest as at December 31, 2023.

Each of the Issuer and Finance Trust have granted a fixed and floating charge over their present and future assets and undertaking, which assets (in the case of Finance Trust) include the benefit of security interests held by Finance Trust over the assets of the entities that own and operate CityLink, as well as contractual rights to receive cash flows from debt that Finance Trust has lent to other Transurban subsidiaries including CityLink. These fixed and floating charges secure amounts owing by the Issuer to its Secured Creditors.

Each Victorian Guarantor has granted security interests as follows, to secure amounts owing under its guarantee:

- each of THL, THT and TIL has granted a general security agreement over its present and after-acquired property, including all shares and units held directly by it in all of its subsidiaries from time to time, other than any shares or units held directly by it in any CityLink Concessionaire (**New GSA**);
- THL has also granted a number of additional securities which, although a duplicate of the New GSA, remain on foot. These include a fixed and floating charge over its present and future assets and undertaking, other than shares and units held by it in certain subsidiaries, and mortgages over shares held by it in Transurban (USA) Holdings No. 1 Pty Ltd, Transurban (USA) Holdings No. 2 Pty Ltd and Sydney Roads Limited, and share security deeds over shares held by it in Translink Operations Pty Ltd, Transurban Funding Pty Limited and Transurban WD Co Pty Limited (each a **Share Security Deed**);
- THT has also granted a number of additional securities which, although a duplicate of the New GSA, remain on foot. These include a fixed and floating charge over its present and future assets and undertaking, other than shares and units held by it in certain subsidiaries, a fixed charge over equity distributions from CityLink (which secures amounts owing by the Issuer to its Secured Creditors) and a mortgage over units held by it in Sydney Roads Trust;
- TIL has also granted a number of additional securities which, although a duplicate of the New GSA, remain on foot. These include a fixed and floating charge over its present and future assets and undertaking, other than shares and units held by it in certain subsidiaries, following its re-domiciling (as described in the section entitled “*Redomiciling of TIL and TIHL*” below), a security interest over its

assets, rights and undertaking, a mortgage over shares held by it in Transurban International Holdings Pty Ltd (formerly Transurban International Holdings Ltd) (**TIHL**) and, also following its re-domiciling (as described in the section entitled “*Redomiciling of TIL and TIHL*” below), a security interest over shares held by it in TIHL; and

- (e) TL has granted a fixed and floating charge over its present and future assets and undertaking, other than shares and units held by it in certain subsidiaries.

Each of the security interests and other arrangements described above has been granted in favour of the Security Trustee. Pursuant to the Security Trust Deed, the Security Trustee holds the benefit of these security interests for the Secured Creditors, which, following the Trustee’s accession to the Security Trust Deed, will include the AMTN Trustee and the holders of the AMTNs.

Each of the security interests described above is governed by the laws of the State of Victoria, Australia (other than the share mortgage granted by TIL, which is governed by the laws of Bermuda) and each is registered on the Register in accordance with (and as defined in) the *Personal Property Securities Act 2009* of Australia (Cth).

The New GSA (as defined in paragraph (a) above), each historical fixed and floating charge, each Share Security Deed and the new guarantee granted by TIL in favour of the Security Trustee on July 4, 2017 (**New TIL Guarantee**) does not contain a provision which limits the principal amount recoverable under that document. However, each of the historical share and unit mortgages described above and the historical guarantee granted by TIL only, contains a provision stating that the principal amount recoverable under it in relation to the relevant secured property located wholly within Australia is a definite and limited amount of A\$7,500,000,000, unless the Security Trustee increases such amount by written notice (such increased amount not to exceed the moneys secured or guaranteed (as applicable) at such time). Irrespective of this (and as noted above), the New GSA, each historical fixed and floating charge, the Share Security Deeds and the New TIL Guarantee do not contain this limit. Accordingly, if this limit is exceeded in the future, this will not limit the effectiveness of the security structure to secure the Notes.

#### ***How will Noteholders get the benefit of the existing Securities?***

The Trustee has executed and delivered to the Security Trustee the Accession Certificate, and has thereby acceded to the Security Trust Deed, on its own behalf, and on behalf of the Noteholders (other than holders of AMTNs) from time to time. The AMTN Trustee has executed and delivered to the Security Trustee the AMTN Accession Certificate, and has thereby acceded to the Security Trust Deed, on its own behalf, and on behalf of the holders of AMTNs from time to time. As a result, the Noteholders, the Trustee and the AMTN Trustee will share the benefit of the Securities ratably with the existing Senior Secured Creditors.

#### **Other Secured Creditors**

There are two classes of Secured Creditors which have the benefit of the Securities granted to the Security Trustee under the Security Trust Deed. These are the Senior Secured Creditors and the Subordinated Secured Creditors. The Noteholders will be Senior Secured Creditors and will rank *pari passu* with the existing Senior Secured Creditors.

Other Senior Secured Creditors include those described in the section entitled “*Description of other indebtedness*”.

The Security Trust Deed includes intercreditor and subordination principles with respect to the two classes of Secured Creditors. While the Securities contemplate both Senior and Subordinated Creditors, there are currently no Subordinated Secured Creditors in the Transurban Group’s financing structure. To the extent that there are any Subordinated Secured Creditors, those Subordinated Secured Creditors will not obtain the benefit of any enforcement action with respect to the Securities, and will not be counted in relation to any voting, until the

Senior Secured Creditors have been fully and finally repaid (as described below under the section entitled “*Majority Secured Creditors*”).

The Security Trust Deed does not place restrictions on the incurrence of financial indebtedness by the Issuer, Finance Trust or the Victorian Guarantors.

### ***Majority Secured Creditors determined by Exposures***

Under the Security Trust Deed, the Security Trustee is entitled to exercise all powers under the Securities. Except in respect of amounts due to it in its personal capacity, in exercising its powers it must act in accordance with the instructions (if any) of the Majority Secured Creditors (subject to the matters set out in the section entitled “*Unanimous requirements*” below). In the absence of such instructions, it may (but is not obliged to) act as it thinks fit in the best interests of the Secured Creditors. The Majority Secured Creditors are determined with reference to Exposures, which are generally as follows for Senior Secured Creditors:

- (a) for a senior bank debt financier, its undrawn commitment (unless it is cancelled or no longer permitted to be drawn) plus all amounts which would be payable if all amounts outstanding were immediately repayable and amounts contingently owing under bank guarantees and other similar instruments;
- (b) for a US private placement noteholder, the amount payable to such noteholders if the notes were redeemed, or if they have been redeemed, any amount due to such noteholders but unpaid;
- (c) for a hedge counterparty, the Realised Swap Loss and Potential Close Out Amount (each as defined in the Security Trust Deed); and
- (d) for a Debt Instrument Holder (as defined in the Security Trust Deed) (other than those specifically described above), the amount payable to such Debt Instrument Holder if the notes were redeemed, or if they have been redeemed, any amount due to such Debt Instrument Holder but unpaid.

As described below under the section entitled “*Majority Secured Creditors*”, the Exposures of Subordinated Secured Creditors are not counted for the purposes of determining the “*Majority Secured Creditors*” unless all amounts owing under the senior finance documents (which would include any amounts owing to Noteholders) have been finally paid in full.

### ***Unanimous requirements***

There are certain circumstances in which the Security Trustee must act on the instructions of all Secured Creditors. These include:

- (a) the release of Security (as described in the section entitled “*Release of Security*” below);
- (b) amendments to the agreed distribution of proceeds and certain calculations of moneys available for distribution (as described in the section entitled “*Distribution of proceeds*” below); and
- (c) certain amendments to the Security Trust Deed and the Securities (as described in the section entitled “*Waivers and amendments*” below).

By purchasing a Note, each Noteholder consents to certain amendments to the Security Trust Deed that would (if the Security Trustee receives unanimous instructions from all Secured Creditors to make these amendments to the Security Trust Deed) mean that the Secured Creditors under each finance document will vote as a block in respect of a decision under the Security Trust Deed (other than in respect of acceleration). See “*Risk Factors—Risks related to the security arrangements—Once agreed by all Secured Creditors, consent to amend certain voting provisions in the Security Trust Deed will result in the Noteholders voting as a block in respect of decisions under the Security Trust Deed and result in any votes cast by such Noteholders not being counted*”



*as part of the Exposures calculated under the Security Trust Deed if such votes are not cast within a specified time period”.*

### ***Procedures for seeking instructions***

When seeking instructions from the Secured Creditors, the Security Trustee may specify a “reasonable period” (of at least 10 business days from the date of the request for instructions) in which instructions are to be provided. If a Secured Creditor does not provide instructions in response to a request within the specified period, any instructions received thereafter will be disregarded.

In determining what constitutes a “reasonable period”, the Security Trustee must take into account the time required by a debt instrument trustee (including the Trustee) to seek directions, unless the relevant determination is required urgently.

By purchasing a Note, each Noteholder consents to certain amendments to the Security Trust Deed that would (if the Security Trustee receives unanimous instructions from all Secured Creditors to make these amendments to the Security Trust Deed) mean that, with respect to each finance document, if a Secured Creditor fails to cast a vote on a particular decision or a representative of certain Secured Creditors does not provide instructions in writing within the time period specified by the Security Trustee (of at least 15 business days), such Secured Creditors will be taken, for the purposes of determining whether instructions have been given from all Secured Creditors or the requisite majority of Secured Creditors under the relevant finance document, to have an Exposure of nil and not to be Secured Creditors. See *“Risk Factors—Risks related to the security arrangements—Once agreed by all Secured Creditors, consent to amend certain voting provisions in the Security Trust Deed will result in the Noteholders voting as a block in respect of decisions under the Security Trust Deed and result in any votes cast by such Noteholders not being counted as part of the Exposures calculated under the Security Trust Deed if such votes are not cast within a specified time period”.*

### ***Majority Secured Creditors***

Under the Security Trust Deed, the **Majority Secured Creditors** means:

- (a) **(no event of default — 51%)** if no Event of Default subsists, the Senior Secured Creditors (including Noteholders) (other than hedge counterparties, the Security Trustee, debt instrument trustees and other representatives of certain Senior Secured Creditors) whose aggregate Exposures are more than 51% of the total aggregate Exposures of all such Senior Secured Creditors; or
- (b) **(event of default — 51%)** subject to paragraph (c) below, if an Event of Default subsists, the Senior Secured Creditors (including Noteholders) (other than the Security Trustee, debt instrument trustees and other representatives of certain Senior Secured Creditors) whose aggregate Exposures are more than 51% of the total aggregate Exposures of all such Senior Secured Creditors (the difference between paragraph (a) above and this paragraph (b) being that the Exposure of hedge counterparties will be included in determining the Majority Secured Creditors when an Event of Default is subsisting); or
- (c) **(Insolvency Events and payment defaults — one third)** for the purposes of determining whether certain enforcement action is to be taken only, if an Insolvency Event occurs or a Security Provider fails to pay an amount owing under a senior finance document totalling at least A\$5,000,000 or its equivalent within 30 days of the date on which it is due and payable, the Senior Secured Creditors (including Noteholders) (other than the Security Trustee, debt instrument trustees and other representatives of certain Senior Secured Creditors) whose aggregate Exposures are more than one third of the total aggregate Exposures of all such Senior Secured Creditors.

For the purposes of paragraphs (a) and (b), **Event of Default** means, while amounts remain owing under a senior finance document, an event of default (howsoever defined) under a senior finance document (which will include events of default in relation to the Notes).

For the purposes of paragraph (c), **Insolvency Event** means, among other things, that a Security Provider under the Security Trust Deed (i) is insolvent (or is presumed or taken to be insolvent under legislation); (ii) stops or suspends payment of all or a class of its debts; (iii) has an administrator appointed to it; (iv) has steps taken for its winding up, dissolution or administration; (v) has steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors; or (vi) ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets.

By purchasing a Note, each Noteholder consents to certain amendments to the Security Trust Deed that would (if the Security Trustee receives unanimous instructions from all Secured Creditors to make these amendments to the Security Trust Deed) mean that the Exposures of a group of Secured Creditors under a particular finance document (e.g. the Noteholders) will be treated as a single block for the purposes of voting under the Security Trust Deed. Accordingly, if implemented, each Secured Creditor under a particular finance document will be taken to have voted and instructed the Security Trustee in favour of a decision if (i) a requisite majority of such Secured Creditors (however described and determined in accordance with the relevant finance document) cast votes in favour of a particular decision, or (ii) a representative of particular Secured Creditors has instructions from a requisite majority of such Secured Creditors to cast a vote in favour of a particular decision. See *“Risk Factors—Risks related to the security arrangements—Once agreed by all Secured Creditors, consent to amend certain voting provisions in the Security Trust Deed will result in the Noteholders voting as a block in respect of decisions under the Security Trust Deed and result in any votes cast by such Noteholders not being counted as part of the Exposures calculated under the Security Trust Deed if such votes are not cast within a specified time period”*.

The Exposures of Subordinated Secured Creditors are not counted for the purposes of determining the Majority Secured Creditors unless all amounts owing under the senior finance documents have been finally paid in full. However, as noted above, there are currently no Subordinated Secured Creditors.

### ***Enforcement action***

The key principles of the enforcement mechanism under the Security Trust Deed are as follows:

- (a) each Senior Secured Creditor, other than a Noteholder or other Debt Instrument Holder must (except where such notice has already been provided by another Secured Creditor) give the Security Trustee notice of any default by the Issuer in the performance of its payment obligations and a copy of any notice provided to the Issuer which states that an event of default has occurred and is subsisting;
- (b) if the Security Trustee receives a default notice from a Secured Creditor (or Security Provider) or is actually aware that an event of default has occurred, the Security Trustee must promptly notify all Secured Creditors of such occurrence;
- (c) the Security Trustee must seek the directions of the Senior Secured Creditors before exercising or enforcing any right, power or remedy against a Security Provider or the property mortgaged or charged by a Security;
- (d) if the Majority Secured Creditors direct, the Security Trustee must:
  - (i) appoint a Controller under a Security and/or otherwise enforce the Security as instructed by the Majority Secured Creditors; or

- (ii) appoint a firm of independent accountants or other experts to review and report to the Security Trustee and the Secured Creditors on the affairs, financial condition and business of the Security Providers, and the Security Provider shall cooperate fully with any review and ensure that the accountants and experts are given access to all premises, records and relevant information; and
- (e) at any time after a Controller has been appointed or the Security has otherwise been enforced, the Security Trustee must do such other things as it considers appropriate or as directed by the Majority Secured Creditors.

A Controller is defined to mean a receiver, receiver and manager or anyone else (whether or not as agent for the person for whom the Controller is appointed) who is in possession, or has control of property of the person for the purposes of enforcing a Security.

A Senior Secured Creditor (including a Noteholder and the Trustee) is not entitled to exercise or enforce any security interest without the prior consent of the Security Trustee acting on the instructions of the Majority Secured Creditors. However, although the enforcement of the Securities is a collective process conducted by the Security Trustee (on behalf of the Secured Creditors) as set out in the Security Trust Deed and as described above, each Senior Secured Creditor is entitled at all times to give demand for payment and provide other notices such as an acceleration notice under the relevant senior finance documents and to receive amounts it would otherwise be entitled to receive. In the case of the Notes, any such notice would be given by the Trustee or the AMTN Trustee (as applicable) in accordance with the Trust Deed or the AMTN Trust Deed (as applicable), as described in Condition 11 (Events of Default) of the Notes and as further detailed in Clauses 7 (Enforcement) and 8 (Proceedings, Action and Indemnification) of the Trust Deed or AMTN Trust Deed (as applicable).

The Noteholders will not be entitled to prevent anything done or not done by the Security Trustee properly in accordance with the terms of the Securities. This includes things properly done by the Security Trustee in accordance with the terms of the Securities, even where the Trustee has not given instructions or approved that thing being done or not done. The Trustee and the Noteholders must ratify anything properly done or not done by the Security Trustee in accordance with the terms of the Security Trust Deed

#### ***Distribution of proceeds***

Proceeds recovered as a result of enforcement action are distributed by the Security Trustee generally as follows:

- (a) first, towards payment of any money due to the Security Trustee in its capacity as security trustee under the transaction documents;
- (b) second, rateably towards payment or repayment to each Senior Secured Creditor in respect of its secured moneys; and
- (c) third, rateably towards payment or repayment to each Subordinated Secured Creditor in respect of its secured moneys, unless all of the Secured Creditors and the Security Trustee otherwise agree in writing.

Notwithstanding the above, proceeds distributed in accordance with the Security Trust Deed to the extent payable in respect of Notes will be paid to the Trustee as required by Clause 9.10 of the Trust Deed and distributed by it in the order described in Clause 11 (*Application of Moneys*) of the Trust Deed or paid to the AMTN Trustee as required by Clause 9.10 of the AMTN Trust Deed and distributed by it in the order described in Clause 11 (*Application of Moneys*) of the AMTN Trust Deed.

If a Secured Creditor receives any money pursuant to the Securities (including by way of set-off, combination, amalgamation or accounts or otherwise) after any acceleration of the Issuer's payment obligations, the enforcement of a Security or the appointment of a Controller, the Secured Creditor must notify the Security Trustee and must pay that amount to the Security Trustee within five business days of receiving it.

## **New security**

If a related corporation of an existing Security Provider grants a security interest to the Security Trustee, the existing Security Providers must procure that such related corporation accedes to the Security Trust Deed as a “Security Provider”.

Under the Corporations Act, where a body corporate is (a) a holding company of another body corporate; (b) a subsidiary of another body corporate; or (c) is a subsidiary of a holding company of another body corporate, the first mentioned body and the other body are related to each other. Under the Corporations Act, a body corporate is a “subsidiary” of another body corporate if: (a) the other body controls the composition of the first body’s board, if the other body is in a position to cast or control the casting of more than one-half of the maximum number of votes that might be cast at a general meeting of the first body, or if the other body holds more than one-half of the issued share capital of the first body (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or (b) the first body is a subsidiary of a subsidiary of the other body. A “holding company” in relation to a body corporate is a body corporate of which the first body corporate is a subsidiary.

## **Waivers and amendments**

The Security Trustee must not waive a breach or an event of default under a Security without the consent of the Majority Secured Creditors.

The Security Trustee must not amend or vary a Security or the Security Trust Deed unless instructed to do so by all of the Secured Creditors. The only exceptions to this requirement are that the Security Trustee may amend the Security Trust Deed:

- (a) without any instructions where the amendment is to correct a manifest error or ambiguity or is of a formal, technical or administrative nature only;
- (b) without any instructions where the amendment is, in the opinion of the Security Trustee:
  - (i) necessary to comply with any statute or regulation or with the requirements of any government agency; or
  - (ii) appropriate or expedient as a consequence of an amendment to any statute or regulation or altered requirements of any government agency and is not prejudicial to the interests of any Secured Creditor;
- (c) where the amendment is, in the opinion of the Security Trustee (acting on the instructions of the Majority Secured Creditors), not prejudicial to the rights of any Secured Creditor; or
- (d) without any instructions where the amendment is necessary and/or incidental to effecting an amendment of a transaction document or where such amendment is not prohibited by the terms of any transaction document.

See “*Terms and Conditions of the Notes—Consent to amend voting provisions in the Security Trust Deed*” for a description of the proposed changes to the voting procedures under the Security Trust Deed and “*Risk Factors—Risks related to the security arrangements—Once agreed by all Secured Creditors, consent to amend certain voting provisions in the Security Trust Deed will result in the Noteholders voting as a block in respect of decisions under the Security Trust Deed and result in any votes cast by such Noteholders not being counted as part of the Exposures calculated under the Security Trust Deed if such votes are not cast within a specified time period*”.

### **Release of Security**

The Security Trustee must not release a Security or any assets from a Security unless instructed by all Secured Creditors or required by law. This is subject to the express provisions of each Security. In this regard, each Security provides that the Security Trustee must discharge such Security if the relevant secured moneys and/or guaranteed moneys have been paid in full and the relevant Security Provider has fully observed and performed its obligations.

### **Indemnity to Security Trustee**

Under the Security Trust Deed, the Security Trustee has the benefit of an indemnity from the Secured Creditors (ratably) in respect of all liabilities and expenses incurred in the exercise or purported exercise of powers under the Security Trust Deed or the securities. A debt instrument trustee (such as the Trustee) is only obliged to indemnify the Security Trustee if and to the extent that it has retained amounts for or on behalf of the relevant debt instrument holders (such as the Noteholders) or can recover amounts from the relevant debt instrument holders (such as the Noteholders).

### **Limitation of Liability of Security Trustee**

Under the Security Trust Deed, the Security Trustee and its related entities, officers and employees (among others) are not liable for a broad range of matters, including (among other things), any loss or damage occurring as a result of the Security Trustee failing to exercise or purporting to exercise any power under the Security Trust Deed or in relation to a Security or any act of the Security Trustee, except in the case of fraud, wilful misconduct or negligence.

### **CityLink project**

The CityLink project is undertaken by CityLink Melbourne Ltd (ABN 65 070 810 678), CityLink Extension Pty Limited (ABN 40 082 058 615) and Transurban Infrastructure Management Limited as responsible entity of the Transurban City Link Unit Trust (the **CityLink Entities**). In this regard:

- (a) the shares in CityLink Melbourne Ltd are held directly by THL;
- (b) the shares in CityLink Extension Pty Limited are held directly by CityLink Melbourne Ltd (and therefore indirectly by THL); and
- (c) the units in the Transurban City Link Unit Trust are held directly by THL.

The original external lenders who provided project financing to the CityLink Entities have been replaced by the Finance Trust through an internal loan arrangement. The Finance Trust has also provided, or will provide, further funding to the CityLink Entities in respect of the West Gate Tunnel and the completed CityLink-Tulla Widening projects. However, the project financing structure and, in particular, the separate security trust in relation to the CityLink project, remain in place. As such, Finance Trust is now a beneficiary of the security trust established by the Security Trust Deed dated February 26, 1996 (as amended from time to time) (the **CityLink Security Trust**). ANZ Capel Court Limited (the **CityLink Security Trustee**) is the trustee of the CityLink Security Trust. The CityLink Entities have granted security interests to the CityLink Security Trustee. On the basis of the (corporate) Security Trustee's fixed and floating charge over Finance Trust (which includes its rights as a beneficiary of the CityLink Security Trust), the (corporate) Security Trustee (and the Secured Creditors) indirectly obtain the benefit of the security interests granted by the CityLink Entities.

The CityLink Entities have also granted security interests to the State of Victoria to secure the performance of their obligations under the project documents in relation to the CityLink project. The priority between the security interests of the State of Victoria and the security interests of the CityLink Security Trustee is governed by the Master Security Deed dated February 20, 1996 (as amended from time to time) (**CityLink Master Security Deed**). The priority is as follows:

- (a) first, the security interests of the State for the State’s Priority Amount (as defined in the CityLink Master Security Deed and as described below);
- (b) second, the security interests of the CityLink Security Trustee for amounts owing under the lending documents in respect of the original CityLink funding arrangements to the lenders (now the Finance Trust) (up to a maximum principal amount of A\$1,800,000,000);
- (c) third, the security interests of the State for the State’s Additional Priority Amount (as defined in the CityLink Master Security Deed and as described below);
- (d) fourth, the security interests of the CityLink Security Trustee for the aggregate of the amounts owing under the lending documents in respect of the West Gate Tunnel and CityLink-Tulla Widening projects;
- (e) fifth, the security interests of the State for other amounts owing to it; and
- (f) sixth, the security interests of the CityLink Security Trustee for other amounts.

**The State’s Priority Amount and the State’s Additional Priority Amount**

The State’s Priority Amount is the aggregate amount due to the State in respect of certain obligations which the CityLink Entities owe to the State. These obligations include (among other things):

- (a) to pay the costs and expenses incurred by the State in operating, repairing or maintaining a section of the CityLink road (including the extensions of the road). The State may take these measures where there has been an operating default (i.e. a failure by the CityLink Entities to operate the CityLink road in accordance with the requirements in the Concession Deed dated October 20, 1995 (as amended from time to time) (**Concession Deed**), including requirements in the relevant technical specifications and operating and maintenance manuals) and there is a risk to the health and safety of road users or the public, or where there is a risk of material damage to a section of the CityLink road;
- (b) to pay the costs and expenses incurred by the State in “stepping-in” to remedy certain defaults under the Concession Deed or to operate and maintain the CityLink road (including the extensions of the road). The State may take these measures where it has notified the CityLink Security Trustee of its intention to terminate the Concession Deed and the Security Trustee has in turn notified the State that it intends to dispose of the assets of the CityLink Entities. In such circumstances, the State is restricted from exercising its rights to terminate the Concession Deed for a certain period and may wish to “step-in” to operate and maintain the CityLink road during the period in which the CityLink Security Trustee disposes of the assets of the CityLink Entities (for example, by appointing a receiver to sell the assets); and
- (c) to pay interest on other amounts which comprise part of the State’s Priority Amount.

The State’s Additional Priority Amount is the aggregate amount due to the State in respect of certain other obligations which the CityLink Entities owe to the State. These obligations include (amongst other things) all indemnities under the CityLink documents, annual concession fees (and associated concession notes), rental amounts under leases, revenue sharing amounts, amounts in respect of the implementation of traffic management measures and compensable enhancements by the State and certain step in amounts.

- (d) There is no monetary limit on the State’s Priority Amount or the State’s Additional Priority Amount. A description of the nature of the Concession Agreements with respect to the CityLink project and other roads operated by the Transurban Group is set out in the section entitled “*Risk Factors*” above.

### **Redomiciling of TIL and TIHL**

On January 5, 2012, each of TIL and TIHL was registered as an Australian company under the Corporations Act (prior to this, each of TIL and TIHL was a company incorporated under the laws of Bermuda). The effect of this is that each of TIL and TIHL has transferred its place of incorporation to Australia. The Corporations Act provides that such registration does not:

- (a) create a new legal entity; or
- (b) affect the company's existing property, rights or obligations (except as against the members of the company in their capacity as members); or
- (c) render defective any legal proceedings by or against the company or its members.

For the purposes of Australian law, provided there is no cessation of the entity under the law of its place of original incorporation, a foreign incorporated company effectively continues to be the same entity except that its place of incorporation is transferred to Australia and it becomes a company registered under the Corporations Act.

## TAXATION

### Australian Taxation

The following is a general summary of the material Australian tax consequences for Noteholders under the *Income Tax Assessment Acts* of 1936 and 1997 of Australia (together, the **Australian Tax Act**), the *Taxation Administration Act 1953* of Australia (the **TAA**) and any relevant rulings, judicial decisions or administrative practice, as at the date of this Offering Circular, of payments of interest (as defined in the Australian Tax Act) on Notes to be issued by the Issuer under this Offering Circular.

There are a number of limitations to the summary below, including that:

- it applies only to the purchase, ownership and disposition of the Notes by investors that are not residents of Australia for Australian taxation purposes who will not hold the Notes, and will not derive the interest on the Notes in carrying on business at or through a permanent establishment in Australia (**Non-Resident Investor**). It does not apply to Australian residents (for Australian taxation purposes) who may purchase the Notes. Such persons should consult with their tax and/or other professional advisors in respect of the Australian tax consequences of purchasing, owning or disposing of the Notes;
- it applies only to the absolute beneficial owners of the Notes, but is not exhaustive and does not deal with all classes of holders of the Notes (including, without limitation, dealers in securities, custodians or other third parties who hold Notes on behalf of any person); and
- it is based on Australian tax law and applicable double taxation agreements (**DTAs**) in force as at the date of this Offering Circular and does not take into account or anticipate any change in the law (including changes to legislation, regulations or judicial authority) or any DTAs.

The tax consequences of holding and otherwise dealing with the Notes can vary depending upon the Noteholder's individual circumstances. This general summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular investor or relied upon as such. Each investor should obtain independent professional taxation advice relating to their holding of the Notes in their particular circumstances. It is important to note that the ATO may take a contrary view to that expressed below.

### Interest withholding tax

The Issuer intends to issue Notes which are to be characterised as both "debt interests" for the purposes of the tests contained in Division 974 of the Australian Tax Act, and "debentures". In the case of "debt interests", interest withholding tax (**IWT**) is payable at a rate of 10% of the gross amount of interest paid on the Notes to a non-Australian resident (other than a non-Australian resident who derives the interest income in carrying on business at or through a permanent establishment in Australia) or an Australian resident who derives the interest income in carrying on business at or through a permanent establishment outside Australia, unless an exemption is available. For IWT purposes, "interest" is defined to include amounts in the nature of, or in substitution for, interest and certain other amounts.

An exemption from IWT is available in respect of interest paid on the Notes if (i) the requirements of section 128F of the Australian Tax Act are satisfied, or (ii) the requirements of an applicable double tax convention are satisfied. The Issuer intends to issue the Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.



### **Exemption under section 128F of the Australian Tax Act**

An exemption from Australian IWT is available under section 128F of the Australian Tax Act in respect of the payment of interest on the Notes if the following conditions are met:

- (a) the Issuer is a resident of Australia and a company when it issues the Notes and when interest (as defined in section 128A(1AB) of the Australian Tax Act, which includes, among other things, an original issue discount) is paid;
- (b) the Notes are issued as a result of an offer made in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test the purpose of which is to ensure that lenders in debt capital markets are aware that the Issuer is offering Notes for issue. Only one of the methods needs to be satisfied. In summary, the five principal methods are:
  - (i) offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;
  - (ii) offers to 100 or more investors of a certain type;
  - (iii) offers of listed Notes;
  - (iv) offers via publicly available information sources; and
  - (v) offers to a dealer, manager or underwriter who offers to sell the Notes within 30 days by one of the preceding methods.

In addition, the issue of a Note in global form and the offering of interests in a Note by one of these methods should satisfy the public offer test, if such Note falls within the definition of a “global bond” set out in section 128F(10) of the Australian Tax Act;

- (c) the Issuer does not know, or have reasonable grounds to suspect, at the time of issue, that the Notes (or interests in them) were being, or would later be, acquired, directly or indirectly, by an offshore associate of the Issuer (other than in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant Notes or a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme); and
- (d) at the time of the payment of interest, the Issuer does not know, or have reasonable grounds to suspect, that the payee is an offshore associate of the Issuer (other than in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered managed investment scheme).

An “associate” of the Issuer for the purposes of section 128F of the Australian Tax Act includes (i) a person or entity which holds more than 50% of the voting shares in, or otherwise controls, the Issuer, (ii) any entity in which more than 50% of the voting shares are held by, or which is otherwise controlled by, the Issuer, (iii) a trustee of a trust where the Issuer is capable of benefiting (whether directly or indirectly) under that trust, and (iv) a person or entity who is an “associate” of another person or company which is an “associate” of the Issuer under point (i) above.

An “offshore associate” of the Issuer is an associate of the Issuer that is either (x) a non-Australian resident that does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia, or (y) an Australian resident that acquires the Notes in carrying on a business at or through a permanent establishment outside Australia.

Unless otherwise specified in the relevant Final Terms or other supplement to this Offering Circular, the Issuer proposes to issue Notes in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

### **Exemption under double tax conventions**

The Australian Federal Government has signed new or amended double tax conventions (**New Treaties**) with a number of countries (each a **Specified Country**).

In broad terms, once they have entered into force, the New Treaties effectively prevent IWT being imposed on interest derived by:

- the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; or
- a “financial institution” which is a resident of a Specified Country, is otherwise entitled to the benefits of the applicable New Treaty and which is unrelated to and dealing wholly independently with the Issuer. The term “financial institution” refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. (However, interest under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.)

The Australian Federal Treasury maintains a listing of Australia’s double tax conventions which provides details of country, status, withholding tax rate limits and Australian domestic implementation.

### **Notes in bearer form**

Section 126 of the Australian Tax Act imposes a type of withholding tax at the rate of (currently) 45 per cent on the payment of interest on debentures (such as the Notes) which are in bearer form if the Issuer fails to disclose the names and addresses of the holders to the Australian Taxation Office (**ATO**). Section 126 does not apply to the payment of interest on Notes in bearer form held by non-Australian resident Noteholders who are not engaged in carrying on business in Australia at or through a permanent establishment in Australia where the issue of those Notes has satisfied the requirements of section 128F of the Australian Tax Act or IWT is payable. In addition, the ATO has confirmed that for the purpose of section 126 of the Australian Tax Act, the holder of debentures in bearer form (such as the Notes) means the person in possession of the debentures. Section 126 is therefore limited in its application to persons in possession of Notes in bearer form who are residents of Australia or non-Australian residents who are engaged in carrying on business in Australia at or through a permanent establishment in Australia.

### **Payment of additional amounts**

As set out in more detail in the Terms and Conditions of the Notes, and unless expressly provided to the contrary in the relevant Final Terms or other supplement to this Offering Circular, if the Issuer should at any time be compelled or authorised by law to deduct or withhold an amount in respect of any withholding taxes imposed or levied by the Commonwealth of Australia in respect of the Notes the Issuer shall, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amounts received by the Noteholders after such deduction or withholding shall equal the respective amounts which would have been receivable had no such deduction or withholding been required. In the event that the Issuer is compelled by law in relation to any Notes to deduct or withhold an amount in respect of any withholding taxes as a result of a change in law and would be required to pay additional amounts in respect of such taxes, the Issuer will have the option to redeem such Notes in accordance with the Terms and Conditions.

### **Payments under the guarantees**

In the event of default by the Issuer, the Security Providers may be required to make certain payments under the guarantees.

It is unclear whether payments by an Australian resident Guarantor under a guarantee constitute payments of interest so defined for IWT purposes, but there are good arguments that such payments are not payments of interest for IWT purposes and, as such, no IWT should be payable in respect of such payments. The ATO has,

however, published a Taxation Determination stating that payments by a guarantor in lieu of interest payments on debentures are entitled to the benefit of the exemption contained in section 128F if payments of interest in respect of those debentures by the Issuer are exempt from IWT. However, there is some doubt as to whether the Taxation Determination applies in the context of the Notes and the guarantees described in this Offering Circular and whether the reasoning adopted in the Taxation Determination is strictly correct.

If such payments are characterised as “interest” for Australian withholding tax purposes, IWT at the rate of 10% will be payable on payments of interest so defined for IWT purposes by a Guarantor to a Non-Resident Investor, unless an exemption is available.

It is noted that interest paid on an overdue amount relating to a Guarantor’s own obligations is likely to be interest on which IWT prima facie applies. Section 128F may not apply to such payments, however, it is possible another exemption could apply.

### **Other Australian tax matters**

The Issuer notes that under Australian laws as presently in effect:

- (a) assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, payments of principal and interest in respect of the Notes to a Noteholder, who is a non-resident of Australia and who, during the taxable year, has not held the Notes or derived any payments under the Notes in carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income taxes;
- (b) a Noteholder, who is a non-resident of Australia and who has never held the Notes or derived any payments under the Notes in carrying on business at or through a permanent establishment in Australia, will not be subject to Australian income tax on gains realised during a year on the sale or redemption of the Notes, provided such gains do not have an Australian source. A gain arising on the sale of the Notes by a non-Australian resident Noteholder who does not hold the Notes or derive payments under the Notes in carrying on business at or through a permanent establishment in Australia to another non-Australian resident where the Notes are sold outside Australia and all negotiations are conducted and documentation executed outside Australia would not generally be regarded as having an Australian source;
- (c) no Notes will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (d) no ad valorem stamp, issue, registration or similar taxes are payable in Australia on the issue, transfer or redemption of any Notes;
- (e) neither the issue nor receipt of the Notes will give rise to a liability for goods and services tax (GST) in Australia on the basis that the supply of the Notes will comprise either an input taxed financial supply or (in the case of an offshore subscriber that is a non-resident) a GST-free supply. Furthermore, neither the payment of principal or interest by the Issuer, nor the disposal or redemption of the Notes, would give rise to any GST liability in Australia;
- (f) section 12-140 of Schedule 1 of the Taxation Administration Act 1953 of Australia (TAA) imposes a type of withholding tax on the payment of interest on certain registered securities unless the relevant investor has quoted an Australian tax file number (TFN), in certain circumstances an Australia Business Number (ABN) or proof of some other exception (as appropriate). Under current law, a withholding rate of 47% applies.

Assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to the Notes, these rules should not apply to payments to a Noteholder who is not a resident of Australia for tax purposes and not holding the Notes or deriving payments under the Notes in the course of carrying on

business at or through a permanent establishment in Australia. Payments to other classes of Noteholders may be subject to withholding where the Noteholder does not quote a TFN, ABN or provide proof of an appropriate exemption (as appropriate);

- (g) the Governor-General may make regulations requiring withholding from certain payments to non-residents of Australia (other than payments of interest and other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the Notes will need to be monitored;
- (h) payments in respect of the Notes can be made free and clear of the “supply withholding tax” imposed under section 12-190 of Schedule 1 to the TAA; and
- (i) the Australian Commissioner of Taxation may give a direction requiring the Issuer to deduct from any payment to a Noteholder any amount in respect of Australian tax payable by the Noteholder. If the Issuer is served with such a direction then it will comply with that direction and will make any payment required by that direction.

### **Foreign Account Tax Compliance Act**

Under sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**), a 30% withholding (**FATCA withholding**) may be required if (i)(A) an investor does not provide information sufficient for a non-U.S. financial institution (**FFI**) through which payments on the Notes are made to determine the Noteholder’s status under FATCA, or (B) an FFI to or through which payments on the Notes are made is a “non-participating FFI”; and (ii) the Notes are treated as debt for U.S. federal income tax purposes and the payment is made in respect of Notes issued or modified after the date that is six months after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register, or the Notes are treated as equity for U.S. federal income tax purposes or do not have a fixed term, whenever issued.

FATCA withholding is not expected to apply to payments made before the date that is two years after the date on which final regulations defining the term “foreign passthru payment” are filed with the U.S. Federal Register.

Reporting Australian Financial Institutions (**RAFI**s) under the Australia–U.S. FATCA Intergovernmental Agreement dated April 28, 2014 (**Australian IGA**) must comply with specific due diligence procedures. In general, these procedures seek to identify their account holders and provide the ATO with information on financial accounts held by U.S. persons and recalcitrant account holders. The ATO is required to provide such information to the IRS. Consequently, Noteholders may be requested to provide certain information and certifications to financial institutions through which payments on the Notes are made. A RAFI that complies with its obligations under the Australian IGA will not be subject to FATCA withholding on amounts it receives, and will not be required to deduct FATCA withholding from payments it makes, other than in certain prescribed circumstances.

In the event that any amount is required to be withheld or deducted from a payment on the Notes as a result of FATCA, pursuant to the terms and conditions of the Notes, no additional amounts will be paid by the Issuer as a result of the deduction or withholding.

### **Common Reporting Standard**

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**) requires certain financial institutions to report information regarding certain accounts (which may include the

Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed a CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement. The Australian Federal Government has enacted legislation amending, among other things, the *Taxation Administration Act 1953* of Australia to give effect to the CRS.

## SUBSCRIPTION AND SALE

The Arrangers have, in an amended and restated programme agreement dated 1 March, 2024 (the **Programme Agreement**), agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith. Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Programme Agreement also provides for the Notes to be issued in syndicated Tranches that are underwritten by two or more Dealers.

### United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act (**Regulation S**) or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and U.S. Treasury regulations promulgated thereunder.

Each Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or, in the case of Bearer Notes, deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified to the Principal Paying Agent by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of any Tranche of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Final Terms.

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Offering Circular does not constitute an offer to any person in the United States. Distribution of this Offering Circular by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written

consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

## **Canada**

Prospective Canadian investors are advised that the information contained within this Offering Circular has not been prepared with regard to matters that may be of particular concern to Canadian investors. Accordingly, prospective Canadian investors should consult with their own legal, financial and tax advisers concerning the information contained within this Offering Circular and as to the suitability of an investment in the Notes in their particular circumstances.

The offer and sale of the Notes in Canada will only be made in the provinces of British Columbia, Alberta, Ontario and Québec or to residents thereof and not in, or to the residents of, any other province or territory of Canada. Such offers and sales will be made only under exemptions from the requirement to file a prospectus in the above mentioned provinces.

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are both accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions (**NI-45-106**) or subsection 73.3(1) of the Securities Act (Ontario), and permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (**NI 33-105**), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with the offering.

Upon receipt of this Offering Circular, each Canadian purchaser hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. Par la réception de ce document, chaque acheteur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

## **European Economic Area – Prohibition of Sales to EEA Retail Investors**

Unless the Final Terms in respect of any Notes specifies the “*Prohibition of Sales to EEA and UK Retail Investors*” as “*Not Applicable*”, in relation to each member state of the European Economic Area (each a **Relevant State**), each Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**);
  - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Regulation; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms in respect of any Notes specifies the “*Prohibition of Sales to EEA and UK Retail Investors*” as “*Not Applicable*”, in relation to each Relevant State, each Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an **offer of Notes to the public** in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended.

## **United Kingdom**

### *Prohibition of sales to UK Retail Investors*

Unless the Final Terms in respect of any Notes specifies the “*Prohibition of Sales to EEA and UK Retail Investors*” as “*Not Applicable*”, in relation to the United Kingdom, each Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not



offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA;
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “*Prohibition of Sales to EEA and UK Retail Investors*” as “*Not Applicable*”, in relation to the United Kingdom, each Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a Public Offer), following the date of publication of a prospectus in relation to such Notes which has been approved by the Financial Conduct Authority, provided that any such prospectus has subsequently been completed by final terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

#### *Other Regulatory Restrictions*

Each Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantors; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended, the **FIEA**) and each Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

## Hong Kong

Each Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered or sold, and will not offer or sell, in the Hong Kong Special Administrative Region of the People's Republic of China (**Hong Kong**), by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **Securities and Futures Ordinance**)) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (b) it has not issued, or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

## Singapore

Each Dealer appointed under the Programme will be required to acknowledge that this Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the SFA)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

**Notification under Section 309B(1)(C) of the SFA** – In connection with Section 309B(1)(c) of the SFA and the CMP Regulations 2018, unless otherwise specified in the relevant Final Terms in respect of any Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309(A)(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## Australia

Each Dealer will acknowledge and agree at the time it becomes a Dealer in relation to the Programme and each issue of Notes that this Offering Circular has not, and no other prospectus, disclosure document, offering material or advertisement in relation to the Programme or the Notes has, been lodged or registered with the ASIC or the Australian Securities Exchange or any other Government agency.

Each Dealer will at the time it becomes a Dealer represents and agrees that, unless the relevant Final Terms otherwise provide, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of the Notes within, to or from Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Offering Circular or any other prospectus, disclosure document, offering material or advertisement relating to the Notes in Australia or received in Australia,

unless in either case (a) or (b):

- (i) the minimum aggregate consideration payable on acceptance of the offer or invitation by each offeree is at least A\$500,000 (or its equivalent in other currencies, in either case, disregarding moneys lent by the offeror or its associates (within the meaning of that expression in Part 6D.2 of the Corporations Act 2001 of Australia)) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act 2001 of Australia and, in each case, is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act 2001 of Australia;
- (ii) the offer, invitation or distribution complies with the conditions of the Australian financial services licence of the person making the offer, invitation or distribution or an applicable exemption from the requirement to hold such licence;

- (iii) the offer, invitation or distribution complies with all applicable Australian laws, regulations and directives relating to the offer, sale and resale of the Notes in the jurisdiction in which such offer, sale and resale occurs; and
- (iv) such action does not require any document to be lodged or registered with ASIC or the ASX or any other regulatory authority in Australia.

For the purposes of this selling restriction, the Notes include interests or rights in the Notes held in Euroclear or Clearstream or any other clearing system.

## **New Zealand**

The Notes may not be offered, sold or delivered, directly or indirectly, and any Offering Circular or advertisement in relation to any offer of Notes may not be distributed, in New Zealand other than:

- (a) to “wholesale investors” as that term is defined in clauses 3(2)(a), (c) and (d) of Schedule 1 to the Financial Markets Conduct Act 2013 of New Zealand (**FMC Act**), being a person who is:
  - (i) an “investment business”;
  - (ii) “large”; or
  - (iii) a “government agency”,in each case as defined in Schedule 1 to the FMC Act; and
- (b) in other circumstances where there is no contravention of the FMC Act, provided that (without limiting paragraph (a) above) Notes may not be offered or transferred to any “eligible investors” (as defined in the FMC Act) or any person that meets the investment activity criteria specified in clause 38 of Schedule 1 to the FMC Act.

## **Switzerland**

Each Dealer appointed under the Programme will be required to represent and agree that: (a) it has not publicly offered, directly or indirectly, and will not publicly offer, directly or indirectly, the Notes in Switzerland within the meaning of the Swiss Financial Services Act (**FinSA**); (b) no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland; (c) this Offering Circular and any other offering or marketing material relating to the Notes does not constitute a prospectus within the meaning of the FinSA; and (d) neither this Offering Circular nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

## **General**

Each Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Trustee, the AMTN Trustee, the Agents or any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Trustee, the AMTN Trustee, the Agents and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any

jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### **Notice To Capital Market Intermediaries And Prospective Investors Pursuant To Paragraph 21 Of The Hong Kong SFC Code – Important Notice To CMIs (including private banks)**

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealers in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Guarantors, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the Guarantors, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer, Guarantors or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise specified in the applicable Final Terms, the marketing and investor targeting strategy for the relevant CMI Offering may include institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language set out elsewhere in this Offering Circular.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information should be provided to the OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place "X-orders" into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMI (including private banks) should not offer any rebates to prospective investors or pass on any rebates provided by the Issuer or the Guarantors. In addition, CMI (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMI is informed that a private bank rebate may be payable as stated above and as notified to prospective investors on or prior to the launch of an offering of Notes under the Programme.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Notes, private banks should disclose, at the same time, if such order is placed other than on a “principal” basis (whereby it is deploying its own balance sheet for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a “principal” basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a “principal” basis may require the Dealers to apply the “proprietary orders” of the SFC Code to such order and will require the Dealers to apply the “rebates” requirements of the SFC Code to such order.

In relation to omnibus orders, when submitting such orders, CMI (including private banks) are requested to provide the following underlying investor information, preferably in Excel Workbook format, in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). To the extent information being disclosed by CMI and investors is personal and/or confidential in nature, CMI (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to the OCs; (B) that they have obtained the necessary consents from the underlying investors to disclose such information to the OCs. By submitting an order and providing such information to the OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by the OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantors, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for such offering. CMI that receive such underlying investor information are reminded that such information should be used only for submitting orders in such offering. The Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

To:

*Where applicable, the relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent will be notified to investors on or prior to the launch of an offering of Notes under the Programme – OCs to provide.*

*CMI submitting orders should send ALL of the below information, at the same time as such order is submitted, to EACH OC contact set out above. Failure to do so may result in such order being rejected.*

Offering:	<i>Insert description of Notes.</i>
Date:	[●]
Name of CMI submitting order:	[●]
Name of prospective investor:	[●]
Type of unique identification of prospective investor:	<p><i>For <b>individual investor clients</b>, indicate one of the following:</i></p> <p><i>(i) HKID card; or</i>  <i>(ii) national identification document; or</i>  <i>(iii) passport.</i></p> <p><i>For <b>corporate investor clients</b>, indicate one of the following:</i></p> <p><i>(i) legal entity identifier (LEI) registration; or</i>  <i>(ii) company incorporation identifier; or</i>  <i>(iii) business registration identifier; or</i>  <i>(iv) other equivalent identity document identifier.</i></p>
Unique identification number of prospective investor:	<i>Indicate the unique identification number which corresponds with the above “type” of unique identification.</i>
Order size (and any price limits):	[●]
Other information:	
- Associations	<i>Identify any “<b>Associations</b>” (as used in the SFC Code) and, if any Associations identified, provide sufficient information to enable the OCs to assess whether such order may negatively impact the price discovery process.</i>
- Proprietary Orders	<i>Identify if the order is a “<b>Proprietary Order</b>” (as used in the SFC Code) and, if so, provide sufficient information to enable the OCs to assess whether such order may negatively impact the price discovery process.</i>
- Duplicated Orders (i.e. two or more corresponding or identical orders placed via two or more CMIs)	<i>If the prospective investor has placed an/any order(s) via other CMIs in the offering, identify if the order is (i) a separate/unique order or (ii) a duplicated order.</i>

- Contact Information of CMI submitting the order: *Provide 24-hour contact details (telephone and email) of relevant individual(s) who may be contacted in relation to the order.*



## GENERAL INFORMATION

### Authorisation

The establishment and update of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of the Issuer dated February 29, 2024.

### Listing of Notes

Application has been made to the SGX-ST for permission to deal in and for the quotation for any Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Any admission of any Notes to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Guarantors, their subsidiaries, their associated companies, the Programme or such Notes. Unlisted Notes may be issued under the Programme. The relevant Final Terms in respect of any Series will specify whether or not such Notes will be listed and, if so, on which exchange(s) the Notes are to be listed. There is no assurance that the application to the Official List of the SGX-ST or any other exchange(s) for the listing of the Notes of any Series will be approved. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Notes will trade on the SGX-ST in a minimum board lot size of S\$200,000 (or its equivalent in other currencies).

So long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that a Global Note is exchanged for definitive Notes. In addition, in the event that a Global Note is exchanged for definitive Notes, an announcement of such exchange shall be made by or on behalf of the Issuer through the SGX-ST and such announcement will include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

### Documents Available

Copies of the following documents will, when published, be available for inspection from the registered office of the Issuer:

- (a) the Memorandum and Articles of Association of the Issuer;
- (b) the consolidated audited financial statements of the Transurban Group as at, and in respect of the financial years ended June 30, 2023, 2022 and 2021, and the consolidated unaudited interim financial statements of the Transurban Group as at and for the half year ended December 31, 2023, in each case together with the audit and review reports prepared in connection therewith. The Transurban Group currently prepares audited consolidated accounts on an annual basis; and
- (c) the most recently published annual audited financial statements of each of THL, THT and TIL and the most recently published unaudited interim financial statements (if any) of the THL, in each case together with any audit or review reports prepared in connection therewith;

Upon prior written request and satisfactory proof of holdings and identity to the Trustee, copies of the following documents will be available (i) from the specified offices of the Trustee during normal business hours (being

Monday to Friday 9:00 am to 3:00 pm (excluding public holidays)) or (ii) sent by the Trustee to the relevant Noteholders by email:

- (a) the Programme Agreement, the Trust Deed, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons, the Security Trust Deed, each Security (as defined in the Security Trust Deed) and the Accession Certificate;
- (b) a copy of this Offering Circular; and
- (c) any future offering circulars, prospectuses, information memoranda and supplements published in connection with the Programme, including Final Terms (in respect of Notes which are listed on a stock exchange) and any other documents incorporated herein or therein by reference.

### **Clearing Systems**

The Notes have been accepted for clearance through Euroclear and Clearstream (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream will be specified in the applicable Final Terms. Each series of the Bearer Note will be initially represented by either a Temporary Global Note or a Permanent Global Note that will (unless otherwise specified in the applicable Final Terms) be deposited on the issue date thereof with (as specified in the Final Terms) a common depository on behalf of Euroclear and Clearstream or any other agreed clearance system compatible with Euroclear or Clearstream. Each series of Registered Notes will be initially represented by interests in a Global Registered Note and (unless otherwise specified in the applicable Final Terms) deposited on the issue date thereof with (as specified in the Final Terms) a common depository for, and registered in the name of a nominee of, Euroclear and Clearstream. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Conditions for determining price**

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Litigation**

As of the date of this Offering Circular, neither the Issuer nor any other member of the Transurban Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Offering Circular which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Transurban Group.

### **Independent Accountants**

The consolidated financial statements of the Transurban Group as at and for the years ended June 30, 2023, 2022 and 2021 incorporated by reference in this Offering Circular have been audited by PricewaterhouseCoopers, Melbourne (Chartered Accountants) (**PwC**), independent auditors, as stated in their reports appearing in the Transurban Group's annual report for the financial years ended June 30, 2023, 2022 and 2021, respectively. The unaudited consolidated interim financial statements of the Transurban Group as of and for the six months ended December 31, 2023 and 2022 incorporated by reference in this Offering Circular

have been reviewed in accordance with Auditing Standard on Review Engagements 2410 *Review of a Financial Report Performed by the Independent Auditor of the Entity* issued by the Auditing and Assurance Standards Board but not audited by PwC.

### **Significant or Material Change**

Save as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of the Issuer or the Transurban Group since December 31, 2023 and there has been no material adverse change in the financial position or prospects of the Issuer or the Transurban Group since December 31, 2023.

### **Dealers transacting with the Issuer**

Prior to their appointment, Dealers and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.

**ISSUER**

**Transurban Finance Company Pty Ltd (ABN 65 098 539 452)**

Level 31, Tower Five, Collins Square  
727 Collins Street  
Docklands VIC 3008  
Australia

**TRUSTEE**

**The Bank of New York Mellon, London Branch**

160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom

**AMTN TRUSTEE**

**BNY Trust Company of Australia Limited (ABN 49 050 294 052)**

Level 2, 1 Bligh Street  
Sydney NSW 2000  
Australia

**REGISTRAR**

**The Bank of New York Mellon SA/NV, Luxembourg Branch**

Vertigo Building-Polaris  
2-4 rue Eugene Ruppert  
L-2453 Luxembourg

**PRINCIPAL PAYING AGENT**

**The Bank of New York Mellon, London Branch**

160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom

**TRANSFER AGENT**

**The Bank of New York Mellon SA/NV, Luxembourg Branch**

Vertigo Building-Polaris  
2-4 rue Eugene Ruppert  
L-2453 Luxembourg

**AUSTRALIAN AGENT**

**BTA Institutional Services Australia Limited (ABN 48 002 916 396)**

Level 2, 1 Bligh Street  
Sydney NSW 2000  
Australia

## LEGAL ADVISERS

*To the Issuer as to English law*

**Linklaters Singapore Pte. Ltd.**  
One George Street #17-01  
Singapore 094145

*To the Issuer as to Australian law*

**King & Wood Mallesons**  
Level 50  
Bourke Place  
600 Bourke Street  
Melbourne VIC 3000  
Australia

*To the Arrangers as to English law*

**Hogan Lovells Lee & Lee**  
50 Collyer Quay  
#10-01 OUE Bayfront  
Singapore 049321

*To the Arrangers as to Australian law*

**Hogan Lovells**  
Level 17  
20 Martin Place  
Sydney NSW 2000  
Australia

*To the Trustee as to English law*

**Allen & Overy**  
50 Collyer Quay  
#09-01 OUE Bayfront  
Singapore 049321

*To the AMTN Trustee as to Australian law*

**Allens Linklaters**  
Level 28, Deutsche Bank Place  
Corner of Hunter and Phillip Streets  
Sydney NSW 2000  
Australia

## AUDITORS

**PricewaterhouseCoopers**  
2 Riverside Quay  
Southbank Boulevard  
Southbank VIC 3006  
Australia

## ARRANGERS

*In respect of Notes other than AMTNs*

**J.P. Morgan Securities plc**  
25 Bank Street  
Canary Wharf  
London E14 5JP  
United Kingdom

*In respect of AMTNs only*

**J.P. Morgan Securities Australia Limited**  
Level 18  
J.P. Morgan House  
85 Castlereagh Street  
Sydney NSW 2000  
Australia

## LISTING AGENT

**Linklaters Singapore Pte. Ltd.**  
One George Street #17-01  
Singapore 049145