

Form 604**Corporations Act 2001
Section 671B****Notice of change of interests of substantial holder**

To Company Name/Scheme Home Consortium Limited (HCL) and Home Consortium Developments Limited (HCDL)
ACN/ARSN HCL: ACN 138 990 593; HCDL: ACN 635 859 700

1. Details of substantial holder (1)

Name Woolworths Group Limited (Woolworths Group)
ACN/ARSN (if applicable) ACN 000 014 675

There was a change in the interests of the substantial holder on 6/12/2021

The previous notice was given to the company on 11 December 2020

The previous notice was dated 11 December 2020

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Stapled securities, comprising one fully paid ordinary share in HCL stapled to one fully paid ordinary share in HCDL (Stapled Securities)	80,000,000	27.56% (based on 290,266,355 Stapled Securities on issue)	68,571,429	23.62% (based on 290,266,355 Stapled Securities on issue)

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
6 December 2021	Woolworths Group	Release of security over Stapled Securities on the terms set out in the Partial Deed of Release dated 6 December 2021 between Woolworths Group, HICC 2 Pty Ltd (ACN 621 961 779) in its own capacity and as trustee for the Home Acquisition Trust (formerly known as Woolworths Acquisition Trust) (HICC 2) and Home Investment Consortium Company Pty Ltd (ACN 614 090 818) in its own capacity and as trustee for the Home Investment Consortium Trust (ABN 22 319 311 098), a copy of which is set out at Annexure A.	Not applicable	11,428,571 Stapled Securities	11,428,571

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Woolworths Group	Home Investment Consortium Company Pty Ltd as trustee for the Home Investment Consortium Trust	HICC 2 Pty Ltd as bare trustee for the Home Acquisition Trust	Woolworths Group has the technical power to control the disposal of the Stapled Securities within the meaning of the Corporations Act. However, Woolworths Group will not have an actual power over disposal unless there were an event of default or similar occurrence under the relevant specific security deed.	49,523,809 Stapled Securities	49,523,809
Woolworths Group	HICC 2 Pty Ltd as bare trustee for the Home Acquisition Trust	HICC 2 Pty Ltd as bare trustee for the Home Acquisition Trust	As described above	19,047,620 Stapled Securities	19,047,620

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	

6. Addresses

The addresses of persons named in this form are as follows:

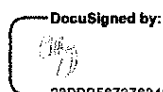
Name	Address
Woolworths Group	1 Woolworths Way, Bella Vista NSW 2153, Australia

Signature

print name Christine Hogg Head of Asset Management Capacity Attorney

DocuSigned by:

sign here


23DD567276240A

date

6/12/2021

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

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- (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 7 pages referred to in the Form 604 (Notice of change of interests of substantial holder) signed by me and dated 6/12/2021 .

DocuSigned by:



Christine Hogg Head of Asset Management
6/12/2021

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Partial Release Deed

Details

Date

Parties	
WOW	Name: Woolworths Group Limited (WOW) ABN: 88 000 014 675 Address: 1 Woolworths Way, Bella Vista, NSW 2153 Email: legalnotices@woolworths.com.au Attention: Chief Legal Officer and Company Secretary With copy to: Ralph Kemmler rkemmler@woolworths.com.au
HICC 2	Name: HICC 2 Pty Ltd ACN 621 961 779 in its own capacity and as trustee for the Home Acquisition Trust (formerly known as Woolworths Acquisition Trust) Address: 19 Bay Street, Double Bay NSW 2028 Email: andrew.selim@home-co.com.au Attention: Andrew Selim, General Counsel and Company Secretary
HICC	Name: Home Investment Consortium Company Pty Ltd ACN 614 090 818 in its own capacity and as trustee for the Home Investment Consortium Trust ABN 22 319 311 098 Address: 19 Bay Street, Double Bay NSW 2028 Email: andrew.selim@home-co.com.au Attention: Andrew Selim, General Counsel and Company Secretary

1 Interpretation

Clause 1.1 “Terms defined in the Indemnification Deed” and Clause 1.2 “Definitions” of the SSD applies to this document as if it was fully set out in this document.

In addition:

Collateral means:

- (a) in the case of HICC 2, 7,619,047 of the Initial Securities; and
- (b) in the case of HICC, 3,809,524 of the Initial Securities.

Effective Date means the date that WOW confirms in writing that it has received evidence of release of the Lease Guarantee given in connection with the Pakenham Property.

Indemnification Deed means the Indemnification Deed dated 26 June 2017 between WOW and the Buyer as amended by the Amending Deed - Indemnification.

Pakenham Property means the real property located at Pakenham Lifestyle Centre, 825 Princes Highway & 3 O'Brien Parade, Pakenham VIC 3810.

SSD means the Specific Security Deed dated on or about the date of this document between HICC, HICC 2 and WOW.

2 Release and termination

On and from the Effective Date, WOW:

- (a) hereby unconditionally and irrevocably releases the Collateral from all Security Interests held by WOW (including the Security Interest the subject of the registrations on the Personal Property Securities Register with registration numbers 202011200043265, 202011200044114, 202011200044510 and 202011200044762); and
- (b) if applicable, reassigns the Collateral to HICC and HICC 2 (as applicable).

3 Future releases

The parties agree that any future release granted pursuant to clause 16 of the SSD will be of the Collateral as broken down between HICC 2 and HICC as set out in this document, and if this is not possible, the break down of Collateral between HICC 2 and HICC will be as agreed between HICC 2, HICC and WOW.

4 Preservation of certain obligation

- (a) HICC and HICC 2 consent to this release and agree that nothing in this document:
 - (i) releases, terminates or otherwise affects the obligations of HICC and HICC 2 under or in connection with the SSD, except as expressly provided in this document;
 - (ii) releases, terminates or otherwise affects the obligations of the Buyer under or in connection with the Indemnification Deed; and
 - (iv) affects WOW's respective rights under the Indemnification Deed and the SSD, except as expressly provided in this document.
- (b) Except as expressly provided in this document, no changes to the SSD are to be inferred or implied, and in all other respects the SSD is confirmed and remain in full force and effect.

5 Disclosure and reliance

This document may be disclosed to, and relied on by, any person who has (or proposes to take) an interest in the Collateral (including a security interest).

6 Acknowledgement

HICC and HICC 2 acknowledge that, pursuant to clause 16(b) of the SSD, it is obligated to pay or reimburse WOW for its costs in connection with giving and considering discharges and releases in connection with the SSD.

7 General

Any provision of this document which is or becomes unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

8 Counterparts

This document may consist of a number of copies, each signed by one or more parties to this document. If so, the signed copies are treated as making up the one document.

9 Governing law and jurisdiction

The law in force in New South Wales governs this document. The parties submit to the non-exclusive jurisdiction of the courts of that place. To the extent permitted by law, the law of the Commonwealth as it applies in that jurisdiction governs a security interest provided for under this document.

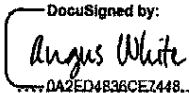
EXECUTED as a deed

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WOW

SIGNED, SEALED AND DELIVERED
by an attorney for **WOOLWORTHS**
GROUP LIMITED under power of
attorney dated 27 July 2016 in the
presence of:

DocuSigned by:



0A2ED4E36CE7448.....

Signature of witness

Angus white

.....

Name of witness (block letters)

Where the witness witnessed the
signature of the signatory over audio
visual link, by signing this document the
witness states that they witnessed the
signature of the signatory over audio
visual link in accordance with s14G of
the Electronic Transactions Act 2000
(NSW)

DocuSigned by:



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Signature of attorney

Christine Hoang

Head of Asset Management

.....

Name of attorney

HICC 2

SIGNED, SEALED and DELIVERED for
HICC 2 Pty Ltd ACN 621 961 779 in its own
capacity and as trustee for the **Home**
Acquisition Trust (formerly known as
Woolworths Acquisition Trust)
in accordance with section 127 of the
Corporations Act 2001 by a *director and*
secretary/director.



Signature of director

David Di Pilla

Name of director (please print)

Signature of secretary/~~director~~

Andrew Selim

Name of secretary/~~director~~ (please
print)

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HICC

**SIGNED, SEALED and DELIVERED for
Home Investment Consortium Company
Pty Ltd ACN 614 090 818 in its own
capacity and as trustee for the Home
Investment Consortium Trust ABN 22 319
311 098**

in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director.



Signature of director

David Di Pilla

Name of director (please print)

Signature of secretary/~~director~~

Andrew Selim

Name of secretary/~~director~~ (please
print)

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