

22 December 2023

ASX Market Announcements Office  
Australian Securities Exchange  
20 Bridge Street  
Sydney NSW 2000

## Form 605 - Ceasing to be a substantial holder

Please see attached Form 605 notice of ceasing to be a substantial holder in respect of Home Consortium (ASX:HMC).

Woolworths Group Limited's relevant interest has ceased as a result of the release of security held over 22,857,145 Home Consortium ordinary shares.

**Authorised by:** Kate Eastoe, Group Company Secretary

### For further information contact

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# Form 605

Corporations Act 2001  
Section 671B

## Notice of ceasing to be a substantial holder

To Company Name/Scheme HMC Capital Limited (HMC)

ACN/ARSN ACN 138 990 593

### 1. Details of substantial holder (1)

Name Woolworths Group Limited (Woolworths Group)

ACN/ARSN (if applicable) ACN 000 014 675

The holder ceased to be a substantial holder on 22 December 2023

The previous notice was given to the company on 6 September 2023

The previous notice was dated 6 September 2023

### 2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to changes (5)	Class (6) and number of securities affected	Person's votes affected
22 December 2023	Woolworths Group	Release of security over ordinary shares on the terms set out in the Release Deed dated 22 December 2023 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) 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	22,857,145 ordinary shares	22,857,145

### 3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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	



## Annexure A

This is Annexure A, Release Deed of 7 pages referred to in the Form 605 (Notice of ceasing to be a substantial holder) signed by me and dated 22 December 2023.

A handwritten signature in black ink, appearing to read 'C. A. A. A.', with a small dot at the end.

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22 December 2023

# Release Deed

## Details

Date 22 December 2023

### Parties

<b>WOW</b>	Name:	<b>Woolworths Group Limited (WOW)</b>
	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 <a href="mailto:rkemmler@woolworths.com.au">rkemmler@woolworths.com.au</a>
<b>HICC 2</b>	Name:	<b>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)</b>
	Address:	Level 7, Gateway, 1 Macquarie Place, Sydney NSW 2000
	Email:	<a href="mailto:andrew.selim@hmccapital.com.au">andrew.selim@hmccapital.com.au</a>
	Attention:	Andrew Selim, General Counsel and Company Secretary
<b>HICC</b>	Name:	<b>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</b>
	Address:	Level 7, Gateway, 1 Macquarie Place, Sydney NSW 2000
	Email:	<a href="mailto:andrew.selim@hmccapital.com.au">andrew.selim@hmccapital.com.au</a>
	Attention:	Andrew Selim, General Counsel and Company Secretary

## 1 Interpretation

The "Definitions and interpretation" clause of the Guarantee and Indemnity defined below applies to this document as if it was fully set out in this document.

In addition:

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

**Buyer** has the meaning given to that term in the Indemnification Deed.

**CHESS Sponsor** means Credit Suisse Equities (Australia) Limited ABN 35 068 232 708.

**CHESS Sponsor Tripartite Deed** means each of:

- (a) the document titled 'CHESS Sponsor Tripartite Deed' dated 20 November 2020 between HICC, WOW and the CHESS Sponsor; and
- (b) the document titled 'CHESS Sponsor Tripartite Deed' dated 20 November 2020 between HICC 2, WOW and the CHESS Sponsor.

**Effective Date** means the date of this Deed.

**Financing Change Statement** has the meaning given to "financing change statement" in the PPSA.

**Financing Statement** has the meaning given to "financing statement" in the PPSA.

**Guarantee and Indemnity** means the document titled 'Project Miami - Guarantee and Indemnity' dated 11 October 2017 between HICC, HICC 2 and WOW.

**Indemnification Deed** means the Indemnification Deed dated 26 June 2017 between WOW and the Buyer as amended from time to time.

**PPSA** means the Personal Property Securities Act (2009) (Cth).

**PPSR** means the Personal Property Securities Register established under s 147 of the PPSA.

**Secured Property** has the meaning given to that term in the SSD.

**Security Interest** has the meaning given to that term in the SSD.

**SSD** means the Specific Security Deed dated 20 November 2020 between HICC, HICC 2 and WOW.

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## 2 Release and termination

On and from the Effective Date:

- (a) WOW hereby unconditionally and irrevocably releases:
  - (i) each of HICC and HICC 2 from all obligations, covenants, liabilities and guarantees and all claims or demands (whether present or future, actual or contingent and whether by guarantee, indemnity or otherwise) under or pursuant to the SSD; and
  - (ii) all Secured Property of each of HICC and HICC 2 from any and all Security Interests created, evidenced or conferred by or pursuant to the SSD; and
- (b) the SSD is terminated and will cease to have any effect and neither of HICC and HICC 2 will have any further liability or obligations in respect of or under the SSD.

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## 3 Registration and delivery of documents

WOW must:

- (a) within ten Business Days of the Effective Date, register a Financing Change Statement in respect of any Financing Statements set out in Schedule 1; and
- (b) do any other thing which HICC or HICC 2 reasonably request WOW to do to ensure that HICC and HICC 2 are released from all their obligations under or in connection with the SSD, including, without limitation, entering into a termination deed with HICC, HICC 2 and the CHES Sponsor to terminate the CHES Sponsor Tripartite Deeds.

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## **4 Preservation of certain obligation**

- (a) HICC and HICC 2 agree that nothing in this document:
- (i) releases, terminates or otherwise affects the obligations of HICC 2 under or in connection with the Guarantee and Indemnity;
  - (ii) releases, terminates or otherwise affects the obligations of the Buyer under or in connection with the Indemnification Deed; or
  - (iv) affects WOW's respective rights under the Indemnification Deed and the Guarantee and Indemnity.
- (b) No changes to the Indemnification Deed or the Guarantee and Indemnity are to be inferred or implied, and in all other respects each of the Indemnification Deed and the Guarantee and Indemnity is confirmed and remains in full force and effect.

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## **5 Acknowledgement**

Each of HICC and HICC 2 acknowledge that, pursuant to clause 13.1 of the Guarantee and Indemnity, it is obligated to pay or reimburse WOW for its reasonable costs in connection with giving and considering consents, waivers, variations, discharges and releases in connection with the Transaction Documents.

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## **6 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.

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## **7 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.

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## **8 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

**Schedule 1 – Registration numbers**

<b>#</b>	<b>Registration Number</b>
<b>1</b>	202011200044114
<b>2</b>	202011200044510



**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: )  
*Hailey Wong* )  
80497171A29D4EA..... )

Signature of witness )

Hailey Wong..... )  
Name of witness (block letters) )

DocuSigned by: )  
*Kate Eastoe* )  
C750AD98AC104DE..... )

Signature of attorney

Kate Eastoe..... )  
Name of attorney )

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 clause 2 of Schedule 2 to the Electronic Transactions Regulation 2017 (NSW)

**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:



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Signature of director

David Di Pilla

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Name of director (please print)



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Signature of secretary/director

Andrew Selim

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Name of secretary/director (please  
print)

**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:



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Signature of director

David Di Pilla

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Name of director (please print)



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Signature of secretary/director

Andrew Selim

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Name of secretary/director (please  
print)