

2 June 2022

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

Form 604 - Change of interest of substantial holder

Please see attached Form 604 Notice of change of interests of substantial holder in respect of Home Consortium (ASX:HMC).

Woolworths Group Limited's relevant interest has diluted as a result of the release of security held over 11,428,571 Home Consortium ordinary shares.

Authorised by: Michelle Hall, Company Secretary

For further information contact

Investors and analysts

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Media

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Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Home Consortium Limited (HCL)

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

There was a change in the interests of the substantial holder on 2 June 2022

The previous notice was given to the company on 7 April 2022

The previous notice was dated 7 April 2022

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)
Ordinary shares ¹	57,142,858	19.07% (based on 299,617,806 ordinary shares on issue)	45,714,287	15.26% (based on 299,617,806 ordinary shares 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
2 June 2022	Woolworths Group	Release of security over ordinary shares on the terms set out in the Partial Deed of Release dated 31 May 2022 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 ordinary shares	11,428,571

- (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 6 pages referred to in the Form 604 (Notice of change of interests of substantial holder) signed by me and dated 31 May 2022.

A handwritten signature in black ink, appearing to read 'Mhall', with a stylized flourish at the end.

Michelle Hall
2 June 2022

Partial Release Deed

Details

Date 31 May 2022

Parties

WOW	Name: Woolworths Group Limited (WOW) ABN: 88 000 014 675 Address: 1 Woolworths Way, Bella Vista, NSW2153 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: Level 7, Gateway, 1 Macquarie Place, Sydney NSW 2000 Email: andrew.selim@hmccapital.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: Level 7, Gateway, 1 Macquarie Place, Sydney NSW 2000 Email: andrew.selim@hmccapital.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 West Gosford Property.

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

West Gosford Property means the real property located at 392-398 Manns Road (69 Central Coast Highway), West Gosford NSW 2250.

SSD means the Specific Security Deed dated on or about 20 November 2020 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

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:)

Angus White)

Signature of witness)

Angus white)

Name of witness (block letters))

DocuSigned by:)

Christine Hogg)

Signature of attorney)


Christine Hogg)

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 s 14G of
the Electronic Transactions Act 2000
(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*:



Signature of director

David Di Pilla

Name of director (please print)



Signature of secretary/director

Andrew Selim

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:



Signature of director

David Di Pilla

Name of director (please print)



Signature of secretary/director

Andrew Selim

Name of secretary/director (please
print)