ASX Announcement



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

Investors and analysts	Media
Paul van Meurs	Woolworths Press Office
Head of Investor Relations	media@woolworths.com.au
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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) Woolworths Group Limited (Woolworths Group) ACN 000 014 675 ACN/ARSN (if applicable) 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	

4. 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	Katrina Eastoe	Capacity	Company Secretary
sign here	Cahat.	date	22 December 2023

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) 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
 - (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.

- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) 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, 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.

Cahat.

22 December 2023

Release Deed

Details

Date	22 December 2023
Date	ZZ DECEIIDEI ZUZU

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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:	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

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.

2 Release and termination

On and from the Effective Date:

- (a) WOW hereby unconditionally and irrevocably releases:
 - 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.

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 CHESS Sponsor to terminate the CHESS Sponsor Tripartite Deeds.

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;
 - 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.

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.

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.

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.

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

#	Registration Number
1	202011200044114
2	202011200044510

wow

by an attorney for WOOLWORTHS GROUP LIMITED under power of attorney dated 27 July 2016 in the presence of:))))
Haley Wong 80497171A29D4EA Signature of witness	Docusigned by: Late Eastor C750AD98AC104DE Signature of attorney
.HaleyWong) <u>Kate Eastoe</u> 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:

Muus	Aktum
Signature of director	Signature of secretary/director
David Di Pilla	Andrew Selim
Name of director (please print)	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:

Muull	Aktum
Signature of director	Signature of secretary/director
David Di Pilla	Andrew Selim
Name of director (please print)	Name of secretary/director (please print)