

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme APN Property Group Limited (ACN 109 846 068) and APN RE Limited (ACN 627 612 202) as responsible entity of the APD Trust (ARSN 629 330 007) (together, APD)

ACN/ARSN As above.

1. Details of substantial holder (1)

Name Dexus Nominee Pty Limited (ACN 650 020 643) (**Dexus Nominee**) and its related bodies corporate from time to time being all members of the Dexus Group (ASX:DXS)

ACN/ARSN (if applicable) As above.

The holder became a substantial holder on 11 / 05 / 2021

2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary fully paid stapled securities in APD	65,580,060	65,580,060	19.9%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Dexus Nominee	Relevant interest under sections 608(1)(c) and 608(8) of the <i>Corporations Act 2001</i> (Cth). Please see the call option deed attached at Annexure A (Call Option Deed).	65,580,060

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Dexus Nominee	Holus Nominees Proprietary Limited (ACN 005 707 620) (HNPL)	HNPL	32,378,748
Dexus Nominee	Lauren Investments Pty. Ltd. (ACN 064 144 109) (LIPL)	LIPL	33,201,312

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
Dexus Nominee	11 May 2021	"Exercise Price" as defined under the Call Option Deed.	N/A	65,580,060

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
HNPL	Level 1, 25 Burwood Road, Hawthorn, 3122 Victoria
LIPL	Level 1, 25 Burwood Road, Hawthorn, 3122 Victoria
Dexus Nominee	Australia Square, Level 25, 264-278 George St, Sydney NSW 2000

Signature

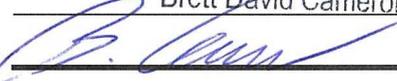
print name

Brett David Cameron

capacity

Company Secretary

sign here



date

13/5/2021

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 7 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 total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. 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.
- (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) 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.

Annexure "A"

This is annexure "A" of 26 pages referred to in Form 603.

Entity name: APN Property Group Limited (ACN 109 846 068) and APN RE Limited (ACN 627 612 202) as responsible entity of the APD Trust (ARSN 629 330 007)

ARSN: See above.

See over page for a copy of the Call Option Deed referred to in Form 603.

Signed by:  _____

Name: Brett David Cameron

Date: 13 / 5 / 2021

Call Option Deed

Dated 11 May 2021

Each entity listed in Schedule 1 (each a “**Securityholder**”)

Dexus Nominee Pty Limited (ACN 650 020 643) (“**Optionholder**”)

Dexus Funds Management Limited (ACN 060 920 783) (“**Guarantor**”)

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Call Option Deed

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Call Option Deed

Details

Parties	Securityholders and Optionholder	
Securityholders	Name	Each of the entities listed in Schedule 2
Optionholder	Name	Dexus Nominee Pty Limited
	ACN	650 020 643
	Address	Level 25, Australia Square 264-278 George Street Sydney NSW 2000
	Email	jonathan.hedger@dexus.com
	Attention	Jonathan Hedger
	<i>With a copy to:</i>	Daniel Natale Email: Daniel.Natale@au.kwm.com
Guarantor	Name	Dexus Funds Management Limited
	ACN	060 920 783
	Address	Level 25, Australia Square 264-278 George Street Sydney NSW 2000
	Email	jonathan.hedger@dexus.com
	Attention	Jonathan Hedger
	<i>With a copy to:</i>	Daniel Natale Email: Daniel.Natale@au.kwm.com
Governing law	New South Wales	
Date of document	See Signing page	
Recitals	A	APD intends to propose the Scheme pursuant to which the Optionholder will acquire all the Securities.
	B	Each Securityholder has agreed to grant the Optionholder an option to acquire the Option Securities, on the terms of this document.

Call Option Deed

General terms

1 Call Option

1.1 Grant of Call Option

In consideration of the payment of the Option Fee by the Optionholder to each Securityholder, each Securityholder irrevocably grants to the Optionholder the right to require that Securityholder to sell all of its Option Securities to the Optionholder for the Exercise Price and on the terms and conditions of this document.

1.2 Payment of Option Fee

The Option Fee is payable by the Optionholder to each of the Securityholders on the date of this agreement.

1.3 Right to dispose of Securities not affected

Nothing in this document will be taken to restrict any Securityholder's right to deal in Securities, other than the Securityholder's Option Securities, with another party.

1.4 No dealing in Option Securities

From the date of this document until the end of the Call Option Period, no Securityholder may Deal in that Securityholder's Option Securities except as contemplated by this document or in accordance with the terms of the Scheme.

1.5 Right to vote Securities not affected

Nothing in this document will be taken to restrict:

- (a) the ability of any Securityholder to exercise the votes attaching to any of the Securityholder's Securities (other than the Securityholder's Option Securities) in that Securityholder's absolute discretion;
- (b) the ability of any Securityholder to exercise the votes attaching to any of the Securityholder's Option Securities in that Securityholder's absolute discretion before the Call Option is exercised; and
- (c) any Securityholder's right to exercise the votes attaching to any of the Securityholder's Securities (including the Option Securities before the Call Option is exercised) in that Securityholder's absolute discretion to vote for or against any resolution proposed in relation to APD (including any resolution in relation to the Scheme).

1.6 Condition precedent

The Optionholder's right to exercise a Call Option is conditional on:

- (a) the Scheme Implementation Deed being entered into between the Optionholder and APD;
- (b) the Scheme being announced to the ASX; and

- (c) payment of the Option Fee to the relevant Securityholder in accordance with clause 1.2.

2 Exercise

2.1 Adjustment to Exercise Price for distributions

If a Securityholder becomes entitled to receive the Permitted Distribution on any of its Option Securities (before the Call Option is exercised in respect of those Option Securities, the Initial Exercise Price for those Option Securities will be reduced by the cash amount of any Permitted Distribution. The Initial Exercise Price will not be reduced by the amount of any distribution other than the Permitted Distribution.

2.2 Call Option Exercise

- (a) The Optionholder may only exercise the Call Option if a Competing Proposal (whether binding or non-binding) has been publicly announced.
- (b) If the condition to exercise in clause 2.2 has been fulfilled, the Optionholder may exercise a Call Option at any time during and prior to the end of the Call Option Period by signing and delivering to a Securityholder a Call Option Notice.

2.3 Call Option Notice

- (a) Once given, a Call Option Notice is irrevocable.
- (b) A Call Option Notice must be given to both Securityholders simultaneously and must be given in respect of all of the Option Securities.
- (c) The Call Option may not be exercised, and a Call Option Notice may not be given, on more than one occasion.

2.4 Time of exercise

A Call Option is taken to have been exercised at the time when a signed Call Option Notice is delivered in accordance with clauses 2.2 and 2.3.

2.5 Sale and purchase

Upon exercise of a Call Option, each Securityholder agrees to sell and transfer to the Optionholder, and the Optionholder agrees to purchase from each Securityholder, all of the Option Securities for the Exercise Price on the terms and conditions of this document.

2.6 Transfer free from encumbrances

The Option Securities must be transferred free from any Encumbrance and with all rights, including rights to receive a distribution other than a Permitted Distribution in respect of which the Exercise Price is adjusted in accordance with clause 2.1, attached or accruing to them on and from the date of exercise of the Call Option.

3 Completion

3.1 Time and place of Completion

If a Call Option is exercised, completion of the sale and purchase of the Option Securities will take place at 10.00am on the Completion Date at the offices of King & Wood Mallesons Melbourne or such other time and place as the Securityholders and the Optionholder may agree.

3.2 Steps to occur at Completion

On the Completion Date:

- (a) each Securityholder must transfer or procure the transfer of the Option Securities to the Optionholder; and
- (b) the Optionholder and each Securityholder must execute and deliver all necessary documents and give all necessary instruments to ensure that all right, title and interest in the Option Securities held by that Securityholder passes from that Securityholder to the Optionholder free from all Encumbrances.

3.3 Transfers

The Option Securities are deemed to have been transferred pursuant to clause 3.2(b):

- (a) on the transfer of title in accordance with the Operating Rules and procedures of CHESS (or such other computer based system which provides for the recording and transfer of title by way of electronic entries, delivery and transfer of title, used in respect of APD from time to time); or
- (b) by such other manner as agreed between the parties.

3.4 Payment of Completion Payment

- (a) Each Securityholder must provide its bank account details to the Optionholder for payment no later than 2 Business Days prior to the Completion Date.
- (b) If a Securityholder complies with its obligations under clause 3.2, the Optionholder agrees to pay the Completion Payment to that Securityholder on the Completion Date:
 - (i) in immediately available funds on the Completion Date if that Securityholder has provided its bank account details under clause 3.4(a); or
 - (ii) if that Securityholder has failed to provide its bank account details in accordance with clause 3.4(a), by delivering a bank cheque addressed to that Securityholder:
 - (A) to that Securityholder at Completion; or
 - (B) if that Securityholder does not attend the place of Completion determined in accordance with clause 3.1, to the address of the Securityholder specified in the Details.

- (c) In the event the Completion Payment is less than the aggregate Exercise Price, the amount of that difference is a debt owing by the Optionholder to the relevant Securityholder and must be paid by the Optionholder within 5 Business Days of a demand in writing by the relevant Securityholder.

3.5 Obligations

Each of the obligations in this clause 3 is interdependent.

4 Payment of Deferred Exercise Price

4.1 Deferred Exercise Price

- (a) If Optionholder has acquired any Option Securities under clause 3 and the Optionholder or an Affiliate sells, disposes or transfers all or some of the Option Securities to a person making a Competing Proposal or to any other person within 24 months after the Completion Date, then the Optionholder must pay to the relevant Securityholder the Deferred Exercise Price for each of those Option Securities.
- (b) If any Deferred Exercise Price is payable by the Optionholder, then it must be paid within 5 Business Days of receipt by the Optionholder or an Affiliate of the consideration for such sale, disposition or transfer.

4.2 Non-cash consideration

- (a) Where the consideration received by the Optionholder as contemplated by clause 4.1 consists partly or wholly of non-cash consideration, then the parties will use their reasonable endeavours to agree the equivalent cash value of such non-cash consideration.
- (b) Failing agreement with 5 Business Days, the valuation will be:
 - (i) if the relevant non-cash consideration are securities listed on ASX or another securities exchange, the equivalent cash value of such non-cash consideration will be calculated using the closing price of those securities on the trading day immediately prior to the public announcement of the Competing Proposal or the date of agreement of the sale, disposal or transfer to the relevant other party (as the case may be); or
 - (ii) otherwise, determined in accordance with a valuation report to be prepared by an independent expert experienced in valuing such consideration and agreed by the parties or, if there is no such agreement as to the choice of independent expert, such expert will be appointed by the current President of the Law Society of New South Wales.
- (c) The costs of the independent expert will be borne equally by the parties unless the independent expert considers one party has acted unreasonably in respect to their valuation.

5 Lapse of Call Options

5.1 The Call Options

Each Call Option lapses if it is not validly exercised before the earlier of:

- (a) the end of the Call Option Period;
- (b) resolutions in favour of the APN PG Scheme and the Trust Scheme being passed by the Requisite Majorities;
- (c) the Scheme Implementation Deed terminates or is terminated in accordance with its terms; or
- (d) the Optionholder terminates this document.

5.2 Effect on lapsing

Upon lapsing, a Call Option is of no further effect and (without prejudice to any accrued rights or obligations of the Optionholder and the Securityholders) there are no continuing rights or obligations of the Optionholder or the Relevant Securityholders.

6 Representations and warranties

6.1 Representations and warranties

The Optionholder represents and warrants to each Securityholder, and each Securityholder represents and warrants to the Optionholder that:

- (a) **(power)** it has full power and capacity to enter into this document and comply with its obligations under it;
- (b) **(no contravention or exceeding power)** this document and the transactions under it which involve it do not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject or cause a limitation on its powers to be exceeded;
- (c) **(authorisations)** it has in full force and effect the authorisations necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and allow it to be enforced; and
- (d) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms; and
- (a) **(Insolvency Event or regulatory action)** no Insolvency Event has occurred in relation to it, nor has any regulatory action of any nature of which it is aware been taken that would prevent or restrict its ability to fulfil its obligations under this document; and
- (e) **(litigation)** there is no pending or threatened proceeding affecting it or any of its assets before a court, governmental agency, commission or arbitrator except those in which a decision against it (either alone or together with other decisions) would be insignificant.

6.2 Additional representations and warranties from the Securityholder

Each Securityholder represents and warrants to the Optionholder that:

- (a) **(registered owner)** it is either the registered owner of its Option Securities or its Option Securities are held for it on bare trust by a nominee or nominees;

- (b) **(no Encumbrances)** there are no Encumbrances over or affecting its Option Securities;
- (c) **(Option Securities are fully paid)** its Option Securities are fully paid;
- (d) **(no restrictions on transfer etc)** there is no restriction on the sale, or transfer of its Option Securities to the Optionholder; and
- (e) **(valid title on Completion)** on Completion, the Optionholder will receive valid and marketable title to that Securityholder's Option Securities:
 - (i) free and clear of all Encumbrances; and
 - (ii) able to be sold and transferred free of any competing rights including pre-emptive rights or rights of first refusal.

6.3 Continuation of representations and warranties

The representations and warranties in this clause 7 are taken to also be made on the date of the exercise of the Call Option and on the Completion Date.

6.4 Survival of warranties

The representations and warranties in this clause 7 survive the execution of this document.

6.5 Reliance

Each party acknowledges that the other party has entered into this document and agreed to take part in the transactions that it contemplates in reliance on the warranties made or repeated in this clause.

6.6 Indemnity

- (a) Each Securityholder indemnifies the Optionholder against any loss suffered or incurred as a result of breach of this document by that Securityholder.
- (b) The Optionholder indemnifies each Securityholder against any loss suffered or incurred as a result of breach of this document by the Optionholder.

7 Power of attorney

7.1 Appointment of attorney

Effective on and from the Completion Date, and subject to the Optionholder validly exercising the Call Option and complying with its obligations under clause 3.4(b) on the Completion Date, each Securityholder appoints the Optionholder to be its attorney on and from the Completion Date until the Option Securities are registered in the name of the Optionholder on the terms set out in this clause 8.

7.2 Powers of the Optionholder

In exercising powers under this power of attorney, the Optionholder may do in the name of the relevant Securityholder and on its behalf everything necessary or expedient, in the Optionholder's sole discretion, to:

- (a) transfer the Option Securities;

- (b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attaching to the Option Securities;
- (c) receive any distribution or other entitlement paid or credited to the Securityholder in respect of the Option Securities; and
- (d) do any other act or thing in respect of the Option Securities or APD.

7.3 Declaration by Securityholders

Each Securityholder declares that all acts and things done by the Optionholder in exercising powers under this power of attorney will be as good and valid as if they had been done by the Securityholder and agrees to ratify and confirm whatever the Optionholder does in exercising powers under this power of attorney.

7.4 Valuable consideration

Each Securityholder declares that this power of attorney of the Optionholder is given for valuable consideration and is irrevocable from the date of this power of attorney until the Option Securities are registered in the name of the Optionholder.

7.5 Express authorisation

The Optionholder is expressly authorised to do any act otherwise authorised under this power of attorney as a result of which a benefit is conferred on it.

8 Termination

- (a) This document:
 - (i) automatically terminates in respect of a Call Option without any liability if that Call Option has lapsed under clause 5.1; and
 - (ii) may be terminated by the Optionholder at any time by written notice to each Securityholder.
- (b) If this document terminates or is terminated:
 - (i) the provisions of this document shall cease to have effect except for the provisions of clauses 9, 10, 11, 12, 13, 14 and 15; and
 - (ii) each party retains the rights it has against the others in respect of any breach of this document occurring before termination.

9 Rights and liabilities of the Securityholders

Unless otherwise expressly stated in this document:

- (a) the failure of any Securityholder to perform an obligation on it does not relieve any other Securityholder of its liability to perform its obligations under this document;
- (b) no Securityholder is liable for any liability of any other Securityholder.

10 Notices

10.1 Form and delivery

A notice, approval, consent or other communication in connection with this document:

- (a) must be in writing;
- (b) must be marked for the attention of the person indicated in the Details; and
- (c) must be left at the address of the addressee, or sent by email to the email address of the addressee which is specified in the Details or (in any case) if the addressee notifies another address or email address then to that address or email address.

10.2 When effective

A notice, approval, consent or other communication takes effect from the time it is received (or taken to be received) unless a later time is specified in it.

10.3 When taken to be received

Communications are taken to be received:

- (a) if sent by delivery, when it is left at the address of the addressee in accordance with clause 10.1(c); or
- (b) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the email was sent), provide that the sender does not receive an automated message that the email has not been delivered,

whichever happens first.

11 Assignment

- (a) No Securityholder may assign its rights under this document without the written consent of the Optionholder.
- (b) The Optionholder may only assign its rights under this document to an Affiliate. Notwithstanding any such assignment, the Optionholder remains responsible for the performance of the Affiliate's obligations under this document.

12 Miscellaneous

12.1 Stamp duty

The Optionholder will pay any stamp duty and any other taxes in respect of the execution, delivery and performance of:

- (a) this document; and
- (b) any agreement or document entered into or signed under this document.

12.2 Costs and expenses

Each party must pay its own costs and expenses in relation to the negotiation, preparation, execution and delivery of this document.

12.3 Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

12.4 Waiver and variation

A provision of or a right created under this document may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

12.5 Approvals and consent

A party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this document expressly provides otherwise.

12.6 Remedies cumulative

The rights, powers and remedies provided in this document are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this document.

12.7 Further assurances

Each party agrees, at its own expense, at the request of any other party, to do everything reasonably necessary to give effect to this document and the transactions contemplated by it (including the execution of documents) and to use all reasonable endeavours to cause relevant third parties to do likewise.

12.8 Publicity

Except as contemplated by this document, a party may not make press or other announcements or releases relating to this document and the transactions the subject of this document without the approval of the other parties to the form and manner of the announcement or release unless that announcement or release is required to be made by law or by a stock exchange.

12.9 Damages

Each party acknowledges that monetary damages alone would not be adequate compensation to the other party (**Other Party**) for breach by that party of clause 1 and that the Other Party is entitled to seek an injunction from a court of competent jurisdiction if:

- (a) the party fails to comply or threatens to fail to comply with clause 1; or

- (b) the Other Party has reason to believe the party will not comply with clause 1.

12.10 Time of the essence

Time is of the essence of this document in respect of any date or period determined under this document.

12.11 Severability

- (a) If the whole or any part of this document is or becomes void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction but only to the extent that it is or becomes void, unenforceable or illegal and provided that it will have full force and effect in any other jurisdiction.
- (b) Where a provision (or any part thereof) is severed in a jurisdiction, the remainder of this deed will have full force and effect in that (and any other) jurisdiction.
- (c) This clause does not apply to any severance that alters the basic nature of this deed or is contrary to public policy.
- (d) A party must:
 - (i) not make or cause or permit to be made any application to the Takeovers Panel or a court alleging that any party's obligations under this agreement (or any part thereof) are or should be void, unenforceable or illegal; and
 - (ii) on written request of another party, take all reasonable steps within their power to defend any such application or action brought by any third party (including exhausting all rights of appeal or review).

12.12 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.

13 Guarantee

13.1 Guarantee

In consideration of each Securityholder executing this document at the request of the Optionholder and Guarantor, Guarantor unconditionally and irrevocably:

- (a) guarantees to each Securityholder the due and punctual performance and observance by the Optionholder of all of the obligations contained in, or implied under, this document (including the obligation to pay the Exercise Price) that must be performed and observed by the Optionholder (**Guaranteed Obligations**); and
- (b) as a separate and additional liability, agrees to indemnify each Securityholder against, and pay to each Securityholder on demand the full amount of, any claim, action, damage, loss, liability, cost, expense or payment of whatever nature and however arising that the Securityholder suffers, incurs or is liable for arising out of any default

or delay by the Optionholder in the due and punctual performance and observance by the Optionholder of any of the Guaranteed Obligations.

13.2 Extent of guarantee

- (a) Guarantor will be responsible to each Securityholder for the performance of the Guaranteed Obligations by the Optionholder in the same manner as if Guarantor were a party to this document in the place of the Optionholder.
- (b) The liability of Guarantor under this clause 13 is not affected by any act, omission or other thing which, but for this clause 13.2, might otherwise affect it in law or in equity or operate to release or exonerate Guarantor in whole or in part from its obligations.

13.3 Payments

- (a) Guarantor agrees to make payments under this clause 13 in Australian dollars and in full without set-off, counterclaim, deduction or other withholding. If Guarantor is required by law to withhold or deduct any amount so that a Securityholder would not actually receive on the due date the full amount, it must ensure that:
 - (i) the amount payable is increased so that, after making that withholding or deduction, the Securityholder is entitled to receive and does receive the full amount it would have received if no withholdings or deductions had been required; and
 - (ii) the full amount withheld or deducted is paid to the relevant Government Agency in accordance with applicable law.
- (b) Guarantor has no right to set-off, deduct or withhold any moneys that it may be or become liable to pay under this clause 13 against any moneys that a Securityholder may be or become liable to pay to Guarantor or any of its Related Bodies Corporate (whether under this document or otherwise).

13.4 Continuing obligation

This clause 13:

- (a) extends to cover this document as amended, varied, supplemented, renewed or replaced;
- (b) is a principal obligation and is not to be treated as ancillary or collateral to another right or obligation;
- (c) is independent of and not in substitution for or affected by any other security interest or guarantee or other document, deed or arrangement which a Securityholder may have the benefit of or be a party to concerning the Guaranteed Obligations; and
- (d) is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Guaranteed Obligations until all of those obligations have been fully discharged.

14 Governing law, jurisdiction and service of process

14.1 Governing law

This document and the transactions contemplated by it are governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

14.2 Serving documents

Without preventing any other method of service, any document in action may be served on a party by being delivered to or left at that party's address in the details.

15 Interpretation

15.1 Definitions

The following words have these meanings in this document unless the contrary intention appears.

Affiliate means in respect of a person ("**Primary Person**"), a person:

- (a) Controlled directly or indirectly by the Primary Person;
- (b) Controlling directly or indirectly the Primary Person;
- (c) who is Controlled, directly or indirectly, by a person or persons who Control the Primary Person; or
- (d) directly or indirectly under the common Control of the Primary Person and another person or persons.

APD means each of APN PG and APN RE.

APD Group means, collectively, **APD and its Related Bodies Corporate**.

APD Trust means the APD Trust (ARSN 629 330 007) whose units are stables to shares of APN PG.

APN PG means APN Property Group Limited (ACN 109 846 068).

APN PG Scheme means a scheme of arrangement proposed by APN PG to its shareholders pursuant to Part 5.1 of the *Corporations Act* pursuant to which the Optionholder (or one of its Affiliates) proposes to acquire all of the shares in APN PG.

APN RE means APN RE Limited (ACN 627 612 202) as responsible entity of the APD Trust.

Associate has the meaning set out in section 12 of the *Corporations Act*.

ASX means ASX Limited (ABN 98 008 624 691) or, where the context requires, the financial market operated by it.

Business Day means a day on which trading banks are open for general business in Sydney, Australia.

Call Option means each of the call options granted to the Optionholder under clause 1.

Call Option Notice means a notice in the form set out in Schedule 3.

Call Option Period means the period starting on the date of this document and ending at 11:59pm on the End Date.

CHESS has the meaning given to that term in the Operating Rules.

Claim means any claim, demand, legal proceedings or cause of action (including any claim, demand, legal proceedings or cause of action:

- (a) based in contract, including breach of warranty;
- (b) based in tort, including misrepresentation or negligence;
- (c) under common law or equity; or
- (d) under statute, including the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**CCA**")) or Part VI of the CCA, or like provision in any state or territory legislation),

in any way relating to this document, and includes a claim, demand, legal proceedings or cause of action arising under an indemnity in this document.

Competing Proposal means any expression of interest, proposal, offer, agreement, arrangement or transaction which is sufficiently detailed and credible to warrant consideration as such by APD and which, if entered into or completed, would result in a third party (either alone or together with one or more Associates) directly or indirectly:

- (a) acquiring a Relevant Interest in, or acquiring or obtaining a right to acquire a legal, beneficial, economic or voting interest in, 20% or more of all Securities; or
- (b) obtaining a right to acquire, or otherwise obtaining an economic interest in, all or a material part of the assets or business of the APD Group (where a material part means assets representing 50% or more of the value of the APD Group's total assets or business representing 50% or more of the value of the APD Group's total business); or
- (c) acquiring Control of, or merging with, APD, whether by takeover bid, scheme of arrangement, shareholder approved acquisition or other transaction or arrangement.

Completion means settlement of the sale of the Option Securities in accordance with clause 3.

Completion Date means the date which is five Business Days after the date on which the Call Option is exercised in accordance with clauses 2.2 and 2.3.

Completion Payment is calculated as follows:

$$CP = IEP \times OS$$

where

CP is the amount of the Completion Payment;

IEP is the Initial Exercise Price per Option Security as at the Completion Date;
and

OS is, in respect of each Securityholder, the total number of Option Securities of that Securityholder.

Control has the meaning given to that term in the Corporations Act and, solely for the purposes of this document, a fund advised or managed directly or indirectly by a person will also be deemed to be Controlled by such person, and, in respect of the Optionholder, will also include any fund, account, client, limited partnership or other collective investment vehicle or other person which is managed or advised by an Affiliate of the Optionholder.

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

CS Facility has the same meaning as “prescribed CS Facility” in the Corporations Act.

Deal means:

- (a) sell, assign, transfer, declare a trust over or otherwise dispose of;
- (b) agree or offer to sell, assign, transfer or otherwise dispose of;
- (c) enter into any option which, if exercised, enables or requires the person to sell, assign, transfer, declare a trust over or otherwise dispose of; or
- (d) create or agree or offer to create or permit to be created any interest or Encumbrance.

Deferred Exercise Price means, in respect of each Option Security:

- (a) where clause 4.1(a) applies, the price or value per Option Security received by the Optionholder or its Affiliates following a transfer of such Option Security to a third party (either under a Competing Proposal or otherwise, and where the value of any non-cash consideration component of the transfer is determined in accordance with clause 4.2); less
- (b) the Initial Exercise Price.

Encumbrance means any mortgage, lien, charge, pledge, assignment by way of security, “security interest” as defined in sections 12(1) or (2) of the PPSA, security interest, title retention, preferential right or trust arrangement, covenant, profit-prendre, easement or any other security arrangement or any other arrangement having the same effect, or any agreement to create any of them or allow them to exist.

End Date means the earlier of:

- (a) the date 6 months after the date of this document; and
- (b) such other date as is agreed by the Optionholder and the Securityholder in writing.

Exercise Price means the Initial Exercise Price and any Deferred Exercise Price.

Guaranteed Obligations has the meaning given in clause 13.1.

Initial Exercise Price means the price per Option Security to be paid by the Optionholder under the Scheme if the Scheme was to be implemented in accordance with its terms from time to time (or if the Scheme does not proceed, any other binding control proposal made by the Optionholder), subject to any adjustment under clause 2.1.

Insolvency Event means, in relation to an entity:

- (a) the entity resolving that it be wound up or a court making an order for the winding up or dissolution of the entity;
- (b) a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other insolvency official being appointed to the entity or in relation to the whole, or a substantial part, of its assets;
- (c) the entity executing a deed of company arrangement;
- (d) the entity ceases, or threatens to cease to, carry on substantially all the business conducted by it as at the date of this deed;
- (e) the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation); or
- (f) the entity being deregistered as a company or otherwise dissolved.

Operating Rules means the operating rules of a CS Facility regulating the settlement, clearing and registration of uncertificated Securities as amended, varied or waived (whether in respect of APD or generally) from time to time.

Option Fee means \$1.

Option Securities means, in respect of each Securityholder, the number of Securities set out against that Securityholder's name in column 2 of the table in Schedule 2.

Permitted Distribution has the meaning given in the Scheme Implementation Deed.

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

Related Body Corporate has the meaning given to that term in section 50 of the Corporations Act.

Related Entity of a party means another entity which:

- (a) is a Related Body Corporate of the first entity;
- (b) is in any consolidated entity (as defined in section 9 of the Corporations Act) which contains the party; or
- (c) the party Controls.

Requisite Majorities means:

- (a) in relation to the APN PG Scheme, the requisite majorities under section 411(4)(a) of the Corporations Act; and

- (b) in relation to the Trust Scheme, the requisite majorities under section 601GC(1) and item 7 of sections 611 and section 601GC of the Corporations Act.

Scheme means both the APN PG Scheme and the Trust Scheme.

Scheme Implementation Deed means the deed on or about the date of this document entered into between the Optionholder, Guarantor and APD in relation to the implementation of the Scheme.

Security means a fully paid ordinary share in the capital of APN PG stapled to a fully paid ordinary unit in the APD Trust.

Trust Scheme means a trust scheme under which the Optionholder (or one of its Affiliates) proposes to acquire all of the units in the APD Trust in accordance with the Scheme Implementation Deed.

15.2 General interpretation

Unless the contrary intention appears, a reference in this document to:

- (a) a group of persons is a reference to any two or more of them jointly and to each of them individually;
- (b) anything (including an amount) is a reference to the whole and each part of it;
- (c) a document (including this document and the Scheme Implementation Deed) includes any variation or replacement of it;
- (d) law means common law, principles of equity, and laws made by parliament including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) a time of day is a reference to Sydney time;
- (f) if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (g) if an act prescribed under this document to be done by a party on or by a given day is done after 5.00pm on that date, it is taken to be done on the next day;
- (h) the word “person” includes an individual, a firm, a body corporate, an unincorporated association and an authority;
- (i) a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (j) the words “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (k) Australian dollars, A\$ or \$ is a reference to the lawful currency of Australia.

15.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

15.4 Number

The singular includes the plural and vice versa.

15.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.

EXECUTED as a deed

Call Option Deed

Schedule 1 – Securityholder details

Each of the following is a Securityholder:

Name	Holus Nominees Proprietary Limited
ACN	005 707 620
Address	c/o APN Property Group Level 30 101 Collins Street Melbourne VIC 3000
Email	chris.aylward@apngroup.com.au and asimpson@simdev.com.au
Attention	Chris Aylward and Anthony Simpson
<i>With a copy to:</i>	Craig Semple and Neil Pathak csemple@gtlaw.com.au and npathak@gtlaw.com.au

Name	Lauren Investments Pty. Ltd.
ACN	064 144 109
Address	c/o APN Property Group Level 30 101 Collins Street Melbourne VIC 3000
Email	chris.aylward@apngroup.com.au and asimpson@simdev.com.au
Attention	Chris Aylward and Anthony Simpson
<i>With a copy to:</i>	Craig Semple and Neil Pathak csemple@gtlaw.com.au and npathak@gtlaw.com.au

Schedule 2 Option Securities

Securityholder	Option Securities
Holus Nominees Proprietary Limited	32,378,748
Lauren Investments Pty. Ltd.	33,201,312

Schedule 3 Call Option Notice

To: [insert] (the "Securityholder")

[date]

Call Option Deed dated [insert date] between the Securityholder, Dexus Nominee Pty Limited (ACN 650 020 643) and others ("Call Option Deed")

In accordance with clause 2 of the Call Option Deed, the Optionholder exercises the Call Option in respect of all of the Option Securities.

Words used but not defined in this notice have the meanings that they have in the Call Option Deed.

SIGNED, SEALED AND DELIVERED)
by **DEXUS NOMINEE PTY LIMITED**)
(ACN 650 020 643) by its joint)
attorneys under power of attorney)
dated _____ in the presence)
of:)

.....)
Signature of witness)

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

.....)
Signature of witness)

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

By executing this document each joint attorney states that the joint attorney has received no notice of revocation of the power of attorney

.....)
Signature of joint attorney)

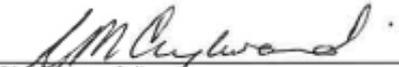
.....)
Name of joint attorney (block letters))

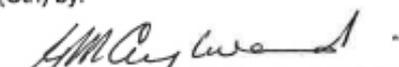
.....)
Signature of joint attorney)

.....)
Name of joint attorney (block letters))

Call Option Deed

Signing page

Signed, sealed and delivered by Holus Nominees Proprietary Limited in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by:	
	
Signature of director	Signature of director/secretary
GAIL M. AYWARD	CHRIS J. AYWARD
Name of director (print)	Name of director/secretary (print)

Signed, sealed and delivered by Lauren Investments Pty. Ltd. in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by:	
	
Signature of director	Signature of director/secretary
GAIL M. AYWARD	CHRIS J. AYWARD
Name of director (print)	Name of director/secretary (print)

SIGNED, SEALED AND DELIVERED
by **DEXUS NOMINEE PTY LIMITED**
(ACN 650 020 643) by its joint attorneys
under power of attorney dated
10 MAY 2021 in the presence of:

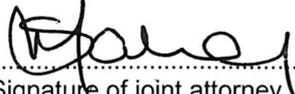

.....
Signature of witness

FELICITY BEN
.....
Name of witness (block letters)

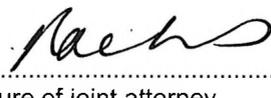

.....
Signature of witness

FELICITY BEN
.....
Name of witness (block letters)

By executing this document each joint
attorney states that the joint attorney has
received no notice of revocation of the
power of attorney

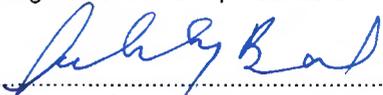

.....
Signature of joint attorney

SCOTT DOMINIC MAHONY
.....
Name of joint attorney (block letters)


.....
Signature of joint attorney

RACHEL BIANCA CARALIS
.....
Name of joint attorney (block letters)

SIGNED, SEALED AND DELIVERED
for and on behalf of **Dexus Funds**
Management Limited (ABN 24 060
920 783) under power of attorney dated
1 August 2019 in the presence of:


.....
Signature of witness

FELICITY BEN
.....
Name of witness (block letters)

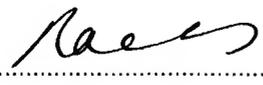

.....
Signature of witness

FELICITY BEN
.....
Name of witness (block letters)

By executing this document each
attorney states that the attorney has
received no notice of revocation of the
power of attorney.


.....
Signature of attorney
SCOTT DOMINIC MAHONY

.....
Name of attorney (block letters)


.....
Signature of attorney

RACHEL BIANCA CARALIS
.....
Name of attorney (block letters)