

**Allens**

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**Allens > < Linklaters**

12 December 2017

**BY ELECTRONIC LODGEMENT**

Company Announcements  
ASX Limited  
20 Bridge Street  
Sydney NSW 2000

Dear Sir/Madam

**Notice of Initial Substantial Holder in relation to Westfield Corporation (ASX:WFD)**

We act for Unibail-Rodamco SE (*Unibail*).

On behalf of Unibail, we enclose ASIC Form 603 (Notice of initial substantial shareholder) advising that Unibail and its subsidiaries have become substantial holders of Westfield Corporation having acquired a relevant interest in 197,498,805 WFD securities representing approximately 9.5% of WFD securities on issue.

Eroica B.V., a wholly owned subsidiary of Unibail, is also party to a cash-settled equity swap with Deutsche Bank AG (acting through its Sydney branch), which as at the date of this letter relates to a notional 101,826,395 WFD securities (equivalent to approximately 4.9% of the WFD securities on issue). Key terms of the cash-settled equity swap are described in Annexure B to the substantial holder notice. The cash-settled equity swap does not give Unibail or any of its related bodies corporate any relevant interest in WFD securities.

Yours sincerely

**Guy Alexander**

Partner

Allens

Guy.Alexander@allens.com.au

**Charles Ashton**

Managing Associate

Allens

Charles.Ashton@allens.com.au

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Westfield Corporation (comprising Westfield Corporation Limited ABN 12 166 995 197, Westfield America Trust ARSN 092 058 449 and WFD Trust ARSN 168 765 875) (**WFD**)

ACN/ARSN 12 166 995 197

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

Name Unibail-Rodamco SE, a company incorporated in France (**Unibail**), its subsidiary Eroica B.V. (**Eroica**) and each of Unibail's other subsidiaries from time to time including those set out in **Annexure A** (each Unibail subsidiary being a **Unibail Group Company** and together the **Unibail Group Companies**).

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 12/12/2017

### 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)
Stapled securities ( <b>Securities</b> )	197,498,805	197,498,805	9.5%

### 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
Unibail	Relevant interest under s608(1)(b) and (c) of the Corporations Act 2001 (Cth) ( <b>Corporations Act</b> ) pursuant to a voting deed poll in the form attached at Annexure D.	197,498,805
Unibail Group Companies	Each Unibail Group Company has a relevant interest in the Securities by virtue of section 608(3) of the Corporations Act.	As above

Note: Eroica has also entered into a cash-settled equity swap with Deutsch Bank AG acting through its Sydney branch (**DB**), which as at the date of this notice, relates to a notional 101,826,395 Securities (equivalent to approximately 4.9% of the Securities currently on issue). Key terms of the equity swap are described in Annexure B. The equity swap does not give Eroica, Unibail, or any Unibail Group Company any relevant interest or voting power in those Securities and reference to the cash settled equity swap has been included here for completeness only.

### 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
Unibail and each Unibail Group Company	See Annexure C	See Annexure C	197,498,805 Securities

### 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	
Unibail and each Unibail Group Company	12/12/2017	Nil		197,498,805 Securities

**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
Unibail Group Companies	Each Unibail Group Company is a subsidiary of Unibail.

**7. Addresses**

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

Name	Address
Unibail, Eroica and each other Unibail Group Company	C-/ Unibail-Rodamco, place du Chancelier Adenauer, 75016 Paris France
Each person listed in Annexure C	Level 31, 85 Castlereagh St, Sydney NSW 2000

**Signature**

print name	Christophe Cuvillier	capacity	Authorised Signatory
sign here		date	12/12/2017

**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, moneys 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.

Name:   
 Christophe Cu villier  
 Authorised signatory  
 12 December 2017

Date:

Entity	SCI Village 5 Défense
Proyectos Inmobiliarios Time Blue SL	SCI Village 6 Défense
Rodamco Europe Properties BV	SCI Village 7 Défense
Rodamco France	SCI Village 8 Défense
Rodamco Project I BV	SNC Capital 8
GPI	SNC Financière 5 Malesherbes
SA Crossroads Property Investors	SNC Gaité Parkings
SA Société de Tay Ninh	SNC Hipokamp
SAS Aquabon	SNC Lefoullon
SAS BEG Investissements	SNC Maltèse
SAS Belwarde 1	SNC Notilius
SAS Doria	SNC Yeta
SAS Espace Expansion Immobilière	U&R Management BV
SAS Foncière Immobilière	Unibail-Rodamco Real Estate SL
SAS Iseult	Unibail-Rodamco Retail Spain SL
SAS Lidice	Unibail-Rodamco Spain SLU
SAS Re France Financing	Unibail-Rodamco Steam SL
SAS Société de Lancement de Magasins à l'Usine	UR Versailles Chantiers
SAS Unibail-Rodamco Participations	
SAS Unibail-Rodamco SIF France	
SAS Uni-Commerces	
SAS Uniwater	
SAS Valorexpo	
SCI 3 Borders	
SCI Sept Adenauer	
SCI Acarina	
SCI Aéroville	
SCI Ariane-Défense	
SCI Bureaux de la Tour Crédit Lyonnais	
SCI CNIT Développement	
SCI Eiffel Levallois Bureaux	
SCI Eiffel Levallois Commerces	
SCI Gaité Bureaux	
SCI Galilée-Défense	
SCI Le Sextant	
SCI Marceau Bussy Sud	
SCI Montheron	
SCI Randoli	
SCI Trinity Défense	
SCI Village 3 Défense	
SCI Village 4 Défense	

Annexure B

This is Annexure B of 1 page to the Form 603 Notice of initial substantial holder signed by me and dated 12 December 2017.

  
Name: Christophe Cuvillier  
Authorised signatory  
12 December 2017

Date:

Type of Derivative instrument	Cash-settled equity swap
Identity of taker	Eroica B.V.
Relevant security	WFD Stapled Securities
Initial entry date	15 December 2016
Number of securities to which the derivative relates	101,826,395 WFD Stapled Securities
Average price	\$8.7238
Identity of associates of the taker	Unibail and Unibail Group Companies

**Annexure C**

This is Annexure C of 1 page to the Form 603 Notice of initial substantial holder signed by me and dated 12 December 2017.

Name:   
**Christophe Cuvillier**  
 Authorised signatory  
 12 December 2017

Date:

Holder of relevant interest	Registered holder of Securities	Class and number of securities
Unibail and Unibail Group Companies	Cordera Holdings Pty Ltd	48,611,722 Securities
As above	Franley Holdings Pty Ltd	48,611,723 Securities
As above	Franley Securities Pty Ltd	48,611,723 Securities
As above	Hazel Equities Pty Ltd	23,771,039 Securities
As above	FP Pty Ltd ATF The Frank Lowy Living Trust	14,107,391 Securities
As above	Lowy Foundation Pty Ltd as trustee for The Lowy Foundation	5,086,016 Securities
As above	David Lowy	3,377,137 Securities
As above	Steven Lowy	2,817,181 Securities
As above	Penpol Pty Ltd ATF the HHH Superannuation Fund	2,503,722 Securities
As above	Steven Lowy as trustee for Joshua Lowy	608 Securities
As above	Peter Lowy as trustee for Benjamin Lowy	543 Securities

**Annexure D**

This is Annexure D of 12 pages to the Form 603 Notice of initial substantial holder signed by me and dated 12 December 2017.

  
Name: Christophe Cuvillier  
Authorised signatory

Date: 12 December 2017

This Deed Poll is made on 12 December 2017

**By**

- 1 Each person listed as a securityholder in the Schedule (each a **Securityholder**).

**In favour of**

- 2 **Unibail-Rodamco SE**, incorporated in France of 7, place du Chancelier Adenauer, 75016 Paris France (**Unibail**).

**Recitals**

- A As at the date of this Deed Poll, each Securityholder is the registered holder of its Relevant Securities.
- B Each Securityholder has undertaken in favour of Unibail to vote in favour of the Schemes and not to dispose of its Relevant Securities, subject to and on the terms and conditions of this Deed Poll

It is declared as follows.

**1 Definitions and Interpretation**

**1.1 Definitions**

Terms not otherwise defined in this Deed Poll have the same meaning given in the Implementation Agreement. The following definitions apply unless the context requires otherwise.

**Implementation Agreement** means the implementation agreement dated on or about 12 December 2017 between Unibail, WAML as responsible entity of the WAT and WDFT Trust and WCL (as may be amended from time to time) under which, amongst other things, those parties have agreed to take certain steps to give effect to the Schemes.

**Resolutions** means the Trust Scheme Resolutions and the Share Scheme Resolution.

**Related Entities** has the meaning given in the Corporations Act 2001 (Cth) as if a reference to the promoter in that definition were a reference to the relevant Securityholder.

**Relevant Interest** has the meaning given in the Corporations Act 2001 (Cth).

**Relevant Securities** means, in relation to a Securityholder listed in first column of the table in Schedule A the WFD Securities specified in the same row in the second column of that table and any additional WFD Securities acquired by the Securityholder after the date of this Deed Poll (except to the extent that the inclusion of such additional securities in this definition would result Unibail contravening section 606 of Corporations Act 2001 (Cth)).

**WFD** means all or any of WCL, WDFT and WAT.

**WFD Security** means a stapled security comprising one share in WCL, one unit in WDFT and one unit in WAT.

**1.2 Interpretation**

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) Unless the context requires otherwise, the principles of interpretation set out in clause 1.2 of the Implementation Agreement shall have effect as if set out in this Deed Poll save that reference to "this document" shall be construed as references to "this Deed Poll".



## 2 Benefit

This Deed Poll is given for the benefit of Unibail and each of its Related Bodies Corporate and may be relied on and enforced by Unibail or any of its Related Bodies Corporate in accordance with its terms, notwithstanding that neither Unibail nor any of its Related Bodies Corporate are a party to this Deed Poll.

## 3 Undertakings

### 3.1 Voting and no disposal

Subject to the Independent Expert concluding, and continuing to conclude, that the Schemes are in the best interests of WFD Securityholders, and subject to the WFD Boards not having withdrawn or changed their recommendations in favour of the Transaction and the Schemes in accordance with clause 6.1 of the Implementation Agreement, each Securityholder undertakes in favour of Unibail and its Related Bodies Corporate that:

- (a) it will procure that all of its Relevant Securities are voted at the Scheme Meetings and are voted in favour of each of the Resolutions in accordance with any voting requirements set out in the Scheme Booklet;
- (b) without the prior written consent of Unibail, it will not, and will procure that its Related Entities do not:
  - (i) deal with, sell or otherwise part with possession of any (or dispose of any interest in) its Relevant Securities other than pursuant to the Schemes;
  - (ii) enter into any agreement, arrangement or understanding that results in a person other than Unibail and its Related Entities acquiring a Relevant Interest in any of its Relevant Securities;
  - (iii) except as required by clause 3.1(a), fetter in any way its right to vote its Relevant Securities including by taking any action that may result in it being unable to vote on the Resolutions in the same class as all other WFD Securityholders or otherwise have its votes on the Resolutions disregarded; or
  - (iv) enter into any discussions or agreement, arrangement or understanding, with any person in respect of the actions contemplated in paragraphs (i), (ii) or (iii).

### 3.2 Competing Proposals

- (a) Subject to clause 3.4, each Securityholder who is a director of WFD undertakes in favour of Unibail and its Related Bodies Corporate that during the term of this clause 3.2, it will not, and will procure that its Related Entities do not do anything which would cause WAML as responsible entity of the WAT and WDFT Trust or WCL to breach clauses 10.1, 10.2, 10.3 or 10.4 of the Implementation Agreement.
- (b) Each Securityholder undertakes in favour of Unibail and its Related Entities that it will not, and will procure that its Related Entities do not, take any action which, if they were a director of WFD would cause WFD to be in breach of clauses 10.2, 10.3 or 10.4 of the Implementation Agreement.

### 3.3 Public support

Subject to the Independent Expert concluding, and continuing to conclude, that the Schemes are in the best interests of WFD Securityholders, and subject to the WFD Boards not having withdrawn or changed their recommendations in favour of the Transaction and the Schemes in

accordance with clause 6.1 of the Implementation Agreement, each Securityholder undertakes in favour of Unibail and its Related Bodies Corporate that during the term of this clause 3.3, it:

- (a) will be publically supportive of the Schemes and the Transaction; and
- (b) consents to WFD, Unibail and its Related Bodies Corporate including statements in any public announcement or document prepared in connection with the Schemes or otherwise provided to a recognised stock exchange that:
  - (i) it is supportive of the Schemes and the Transaction; and
  - (ii) it intends to vote all its WFD Securities in favour of the Schemes in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Schemes are in the best interests of WFD Securityholders; and
  - (iii) following the Transaction, the Lowy family is committed to the success of the combined group and intends to maintain a substantial investment in Unibail; and
- (c) will not make any public statement or any statement to brokers, analysts, journalists, WFD or Unibail securityholders or professional or institutional investors to the effect that it is no longer supportive of the Schemes or the Transaction.

### 3.4 Qualifications

Nothing in clauses 3.2 or 3.3 restricts a Securityholder who is a director of WFD from undertaking any action in his capacity as a director of WFD that he is permitted to undertake as a director of WFD under the terms of the Implementation Agreement.

### 3.5 Term

Clauses 3.1, 3.2, 3.3 and 3.4 shall cease to apply if the Implementation Agreement is terminated in accordance with its terms.

## 4 Warranties

### 4.1 Warranties

Each Securityholder represents and warrants to Unibail and its Related Bodies Corporate that as at the date of this Deed Poll and, other than in respect of paragraph (b) below, at the time of voting the Relevant Securities in accordance with clause 3.1(a):

- (a) it is the registered holder of its Relevant Securities, and those Relevant Securities are not held in bearer form;
- (b) as at the date of this Deed Poll it does not have a Relevant Interest in any other WFD Securities other than those listed in Schedule A;
- (c) it holds both the full legal and the full beneficial interest in the Relevant Securities and does not hold the Relevant Securities as trustee or nominee on behalf of any third party or other beneficiary, except for a Securityholder holding Relevant Securities on trust or as nominee, in which case, it holds the legal title to its Relevant Securities in the capacity identified in the Schedule alongside the name of that particular Securityholder;
- (d) except for the Securityholder and its Related Entities and any person disclosed in a substantial holder notice lodged with ASX in relation to WFD under Part 6C.1 of the Corporations Act 2001 (Cth) prior to the date of this deed poll, no other person has a Relevant Interest in its Relevant Securities;
- (e) it has full and unfettered power and authority to enter into and perform its obligations under this Deed Poll without the consent of any person;

- (f) the entry into and the performance by it of this Deed Poll does not and will not violate, breach or result in a contravention of any law, regulation or authorisation or of its constitution or other constituent documents or any agreement arrangement or understanding with any other person;
- (g) that this Deed Poll constitutes legal, valid and binding obligations enforceable against it in accordance with its terms.

#### 4.2 Trustee Party Warranties

Each Securityholder entering into this Deed Poll in its capacity as a trustee (**Trustee**) of a trust (**Trust**) represents and warrants to Unibail and its Related Bodies Corporate that as at the date of this Deed Poll and at the time of voting the Relevant Securities in accordance with clause 3.1(a):

- (a) it is empowered by the terms of the trust deed applicable to the Trust (a **Trust Deed**):
  - (i) to enter into and perform all documents to which it is expressed to be a party and to carry on the transactions contemplated by those documents; and
  - (ii) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),in its capacity as trustee of the Trust. There is no restriction on or condition of its doing so;
- (b) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for it to enter into and perform this Deed Poll;
- (c) it is the sole trustee of the Trust;
- (d) no property of the Trust has been re settled or set aside or transferred to any other trust;
- (e) the Trust has not been terminated, nor has any event for the vesting of the assets of the Trust occurred;
- (f) its right of indemnity out of, and lien over, the assets of the Trust have not been limited in any way and it does not have liability which may be set off against that right of indemnity;
- (g) the Trust Deed complies with all applicable Laws; and
- (h) it has complied with its obligations and duties under the Trust Deed and at Law. No one has alleged that it has not complied.

#### 5 Disposal of New Unibail Stapled Securities

Each Securityholder undertakes in favour of Unibail and its Related Entities that, if following implementation of the Transaction, the Securityholder proposes to sell or dispose of the New Unibail Stapled Securities received by them under the Transaction and the Schemes, they will not make any public comment in relation to Unibail or its management in connection with that sale or disposal which is disparaging of or detrimental to Unibail or its business or operations.

#### 6 General

##### 6.1 Restructure of holdings

Notwithstanding any other provision of this Deed Poll, a Securityholder may:

- (a) deal with, sell or otherwise part with possession of any of (or dispose of any interest in) its Relevant Securities; or

- (b) enter into any agreement, arrangement or understanding that results in another person acquiring a Relevant Interest in any of its Relevant Securities,

provided the person to whom the dealing, sale or disposal or agreement, arrangement or understanding is with is a person who is a member of, or controlled by a member or members of, the Lowy family and to the extent that person is not a party to this Deed Poll that person has entered into a Deed Poll in favour of Unibail on the same terms as this Deed Poll.

For this purpose, the Lowy family means, Frank Lowy, David Lowy, Steven Lowy, Peter Lowy or any of their mothers, fathers, brothers, sisters or children.

## 6.2 Disclosure

Each Securityholder consents to Unibail attaching a copy of this Deed Poll to any substantial holding notice in relation to WFD under Part 6C.1 of the Corporations Act 2001 (Cth) and accordingly acknowledges that this Deed Poll will be released to the market and become public information.

## 6.3 Damages not an adequate remedy

- (a) Each Securityholder acknowledges any breach of this Deed Poll will cause Unibail material loss that cannot be adequately compensated in damages alone and acknowledges that in the event of any actual or threatened breach, Unibail and its Related Bodies Corporate may be entitled to obtain equitable relief (including an injunction or order for specific performance) in addition to any damages available at law or in equity under or independently of this Deed.
- (b) A breach of this Deed Poll by one or more Securityholders does not terminate this Deed Poll nor release any other Securityholders from their individual obligations under this Deed Poll.

## 6.4 Assignment

No Securityholder may assign or otherwise deal with its rights or obligations under this Deed Poll, without the prior written consent of Unibail.

## 6.5 Variation or revocation

This Deed Poll may not be varied or revoked unless the variation or revocation is agreed to by Unibail and each Securityholder.

## 6.6 Further Assurance

Each Securityholder must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed Poll and the transactions contemplated by it (including the Schemes and the Transaction).

## 6.7 Severability of Provisions

Any provision of this Deed Poll that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed Poll nor affect the validity or enforceability of that provision in any other jurisdiction.

## 6.8 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Deed Poll does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power

or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

### 6.9 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed Poll. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

### 6.10 Counterparts

This Deed Poll may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

### 6.11 Securityholder's Agent

Any notice, demand, consent or other communication (a **Notice**) given or made to John Fanning (**Agent**) in accordance with clause 6.12 will be conclusively deemed to have been duly given or made to, and received by, all Securityholders.

### 6.12 Notices

Any Notice given or made under this Deed.

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:
  - (i) to Unibail-Rodamco SE: Address: 7, place du Chancelier  
Adenauer, 75016 Paris France  
Email: David.Zeitoun@unibail-rodamco.com  
Attention: David Zeitoun
  - (ii) to Securityholder's Agent Address: c/- John Fanning, LFG, Level 31,  
85 Castlereagh Street, Sydney NSW 2000  
Email: jfanning@lfg.com.au
- (c) will be conclusively taken to be duly given or made and received:
  - (i) in the case of delivery in person, when delivered;
  - (ii) in the case of email, at the earliest of:
    - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
    - (B) the time that the intended recipient confirms receipt of the email by reply email; and
    - (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received:

- (iii) in the case of delivery by hand or post, at a time that is later than 5pm;
  - (iv) in the case of delivery by email, at a time that is later than 7pm; or
  - (v) on a day that is not a business day,
- in the place specified by the intended recipient as its postal address under clause 6.12(b), it will be conclusively taken to have been duly given or made and received at the start of business on the next business day in that place.

### 6.13 Governing law

This Deed Poll is governed by the laws of New South Wales, Australia. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction in New South Wales, Australia, and waives any right to object to the venue on any ground.

## Schedule

<b>Securityholder</b>	<b>Relevant WFD Securities</b>
<b>Cordera Holdings Pty Ltd</b>	<b>48,611,722</b>
<b>Franley Holdings Pty Ltd</b>	<b>48,611,723</b>
<b>Franley Securities Pty Ltd</b>	<b>48,611,723</b>
<b>Hazel Equities Pty Ltd</b>	<b>23,771,039</b>
<b>FP Pty Ltd ATF The Frank Lowy Living Trust</b>	<b>14,107,391</b>
<b>Lowy Foundation Pty Ltd as trustee for The Lowy Foundation</b>	<b>5,086,016</b>
<b>David Lowy</b>	<b>3,377,137</b>
<b>Steven Lowy</b>	<b>2,817,181</b>
<b>Penpol Pty Ltd ATF the HHH Superannuation Fund</b>	<b>2,503,722</b>
<b>Steven Lowy as trustee for Joshua Lowy</b>	<b>608</b>
<b>Peter Lowy as trustee for Benjamin Lowy</b>	<b>543</b>

**DEED POLL**

**Executed and delivered as a deed**

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Cordera Holdings Pty Ltd:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Franley Holdings Pty Ltd:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Franley Securities Pty Ltd:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_



**DEED POLL**

**Executed and delivered as a deed**

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Hazel Equities Pty Ltd:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **FP Pty Ltd ATF The Frank Lowy Living Trust:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Lowy Foundation Pty Ltd as trustee for The Lowy Foundation:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed Sealed and Delivered** by **David Lowy**  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_

**DEED POLL**

**Executed and delivered as a deed**

**Signed Sealed and Delivered by Steven Lowy** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Executed** as a deed in accordance with section 127 of the *Corporations Act 2001* by **Penpol Pty Ltd ATF the HHH Superannuation Fund:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed Sealed and Delivered by Steven Lowy as trustee for Joshua Lowy** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Signed Sealed and Delivered by Peter Lowy as trustee for Benjamin Lowy** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_