

## IMPORTANT NOTICE

### NOT FOR DISTRIBUTION IN THE UNITED STATES OR TO ANY U.S. PERSON

**IMPORTANT: You must read the following disclaimer before continuing.** The following disclaimer applies to the attached Offering Circular. You are therefore advised to read this disclaimer carefully before reading, accessing or making any other use of the attached Offering Circular. In accessing the attached Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

**NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OR SOLICITATION OF AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR TO ANY U.S. PERSON (AS SUCH TERM IS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT")) ("REGULATION S") OR IN ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION, AND MAY BE OFFERED OR SOLD ONLY OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS AND THAT ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS, IN OFFSHORE TRANSACTIONS (AS SUCH TERM IS DEFINED IN REGULATION S) PURSUANT TO REGULATION S.**

**YOU ARE NOT AUTHORISED AND YOU MAY NOT FORWARD OR DELIVER THE ATTACHED OFFERING CIRCULAR, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH OFFERING CIRCULAR IN ANY MANNER WHATSOEVER, AND IN PARTICULAR, IT MAY NOT BE FORWARDED TO ANY PERSON IN THE UNITED STATES OR TO ANY U.S. PERSON. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE ATTACHED OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED AND PROHIBITED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.**

**IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED IN THE OFFERING CIRCULAR.**

**Confirmation of Your Representation:** You have accessed the attached document on the basis that you have confirmed to Lendlease Finance Limited ("LLF"), Lendlease Europe Finance PLC ("LLEF") and Lendlease (US) Capital Inc. ("LLUSC") (each an "Issuer" and together, the "Issuers"), Lendlease Corporation Limited ("LLC") and Lendlease Responsible Entity Limited ("Lendlease RE") (each a "Principal Guarantor", and together the "Principal Guarantors"), Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital Inc. (each a "Subsidiary Guarantor" and together, the "Subsidiary Guarantors") and The Hongkong and Shanghai Banking Corporation Limited (the "Arranger") that: (1) you are not in the United States and are not a U.S. Person (as defined in Regulation S under the Securities Act) ("U.S. Person") and are not acting for the account or benefit of a U.S. Person, the electronic mail address that you gave us and to which this electronic mail has been delivered is not located in the United States, and, to the extent you purchase the securities described in the attached Offering Circular, you will be doing so as a non-U.S. Person, and not for the account or benefit of any U.S. Persons, pursuant to Regulation

S under the Securities Act; and (2) you consent to delivery of the attached Offering Circular and any amendments or supplements thereto by electronic transmission.

This Offering Circular has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, nor any of their respective affiliates accept any liability or responsibility whatsoever in respect of any difference between the document distributed to you in electronic format and the hard copy version.

You are reminded that you have accessed the attached Offering Circular on the basis that you are a person into whose possession this Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver this Offering Circular, electronically or otherwise, to any other person.

**Actions that You May Not Take:** If you receive this Offering Circular by e-mail, you should not reply by e-mail to this announcement, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

The material relating to the offering of securities to which this Offering Circular relates does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any of the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealers or such affiliate on behalf of the Issuers in such jurisdiction.

You are responsible for protecting against viruses and other destructive items. If you receive this Offering Circular by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

## OFFERING CIRCULAR



### **LENDLEASE FINANCE LIMITED**

(ABN 49 008 618 380)

and

### **LENDLEASE EUROPE FINANCE PLC**

(Company number: 3954113)

and

### **LENDLEASE (US) CAPITAL INC.**

(Company number: 3972925)

and guaranteed by

### **LENDLEASE CORPORATION LIMITED**

(ABN 32 000 226 228)

and

### **LENDLEASE RESPONSIBLE ENTITY LIMITED**

(ABN 72 122 883 185)

### **in its capacity as responsible entity of the LENDLEASE TRUST**

(ABN 39 944 184 773)

**US\$2,000,000,000**

### **Euro Medium Term Note Programme**

Under this US\$2,000,000,000 Euro Medium Term Note Programme (the "**Programme**"), established by Lendlease Finance Limited ("**LLF**"), Lendlease Europe Finance PLC ("**LLEF**") and Lendlease (US) Capital Inc. ("**LLUSC**") (each an "**Issuer**" and together, the "**Issuers**") and guaranteed by Lendlease Corporation Limited ("**LLC**") and Lendlease Responsible Entity Limited ("**Lendlease RE**") in its capacity as responsible entity of the Lendlease Trust (each a "**Principal Guarantor**", and together the "**Principal Guarantors**") and Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital Inc. (the "**Subsidiary Guarantors**", and together with the Principal Guarantors, the "**Guarantors**", and each a "**Guarantor**"), subject to compliance with all relevant laws, regulations, regulatory consents and directives, LLF and LLEF may, from time to time, issue notes, other than the notes issued under the Australian Deed Poll (as defined below) (the "**AMTNs**") in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") (the Bearer Notes, Registered Notes and AMTNs are collectively the "**Notes**"), and LLUSC may, from time to time, issue Registered Notes and LLF may, from time to time, issue AMTNs. The Notes, subject to applicable laws, may be denominated in any currency agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) (as

defined below) and, other than the AMTNs, will be constituted by an amended and restated trust deed dated 10 October 2018 between the Issuers, the Principal Guarantors, the Subsidiary Guarantors and The Bank of New York Mellon, London Branch (the "**Trustee**") (the "**Trust Deed**"). The AMTNs may be issued by LLF in registered uncertificated form only and will be constituted by a deed poll dated 10 October 2018 executed by LLF, the Principal Guarantors and the Subsidiary Guarantors (the "**Australian Deed Poll**").

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed US\$2,000,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement described in "*Subscription and Sale*" below (the "**Dealer Agreement**")), subject to increase as described herein.

The Notes may be issued on a continuing basis by any of the Issuers to one or more of the dealers appointed under the Programme from time to time (a "**Dealer**" and together the "**Dealers**"), which appointment may be for a specific issue or on an on-going basis. References in this Offering Circular to the "**relevant Dealer(s)**" shall in respect of any issue of Notes be to the Dealer or, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, to all Dealers, agreeing to subscribe to such Notes. Notes may also be issued to persons other than Dealers.

**See "*Risk Factors*" for a discussion of certain factors to be considered in connection with an investment in the Notes.**

**Notification under Section 309B(1)(c) of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")**— Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore).

Application will be made to Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in, and for quotation of, any Notes that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST (the "**Official List**"). Unlisted series of Notes may also be issued pursuant to the Programme and Notes may also be listed on stock exchanges other than SGX-ST. The relevant Pricing Supplement (as defined below) in respect of any Series (as defined in "*Terms and Conditions of the Notes*") of Notes will specify whether or not such Notes will be listed on the SGX-ST or on any other stock exchange. There is no assurance that the application for the listing of the Notes of any Series will be approved. Approval-in-principle from, admission to the Official List of, and the listing and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Programme or such Notes. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained in this Offering Circular.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will be set out in a pricing supplement (the "**Pricing Supplement**") which, with respect to Notes to be listed on the SGX-ST, will be delivered to the SGX-ST before the listing of Notes of such Tranche.

Global Notes may be deposited on the issue date with a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Form of the Notes*".

Neither the Notes nor the guarantees of the Notes by the Guarantors have been or will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain limitations, the Notes may not be offered, sold or (in the case of the Notes in bearer form) delivered within the United States or to, or for the account or benefit of, "U.S. persons" (as defined in Regulation S under the Securities Act).

See "*Form of the Notes*" for a description of the manner in which Notes will be issued. Notes are subject to certain restrictions on transfer, see "*Subscription and Sale*".

The Issuers, the Principal Guarantors and the Subsidiary Guarantors may agree with any Dealer or Dealers and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event (in the case of Notes intended to be listed on the SGX-ST) a supplementary Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

The Group has been rated “Baa3” by Moody’s Investors Service Pty Limited (“**Moody’s**”) and “BBB-” by Fitch Australia Pty Ltd (“**Fitch**”).

No credit rating agency has been involved in the preparation of the Offering Circular. Notes issued under the Programme may be rated or unrated. Where Notes are rated, such rating may not necessarily be the same as the credit rating of the Group and (where applicable) will be specified in the applicable Pricing Supplement. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn at any time. Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act 2001 (Cth) (the “**Australian Corporations Act**”) and who is a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Australian Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

**The offer and marketing (as such term is defined in Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers (the AIFMD)) of any Tranche of Notes will be conducted in the EEA or the UK only in the Approved Jurisdiction(s) (as specified in the applicable Pricing Supplement) and will not be conducted in any other EEA member state or the UK. If a potential investor is not in an Approved Jurisdiction or otherwise is a person to whom the relevant Notes cannot be marketed in accordance with the AIFMD, as implemented and interpreted in accordance with the laws of each EEA member state and the UK, it should not participate in the relevant offering and the relevant Notes may not, and will not, be offered or marketed to it.**

**Arranger**

**HSBC**

The date of this Offering Circular is 1 October 2020.

Each of the Issuers and the Principal Guarantors accepts responsibility for the information contained in this Offering Circular. To the best of the knowledge and belief of each of the Issuers and the Principal Guarantors (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts known to each of the Issuers and the Principal Guarantors as at the date of the Offering Circular and does not omit anything the omission of which would make this Offering Circular or such information misleading.

This Offering Circular and any other documents or materials in relation to the issue, offering or sale of the Notes have been prepared solely for the purpose of the initial sale by the relevant Dealer(s) of the Notes from time to time to be issued pursuant to the Programme and, with respect to Notes to be listed on the SGX-ST, such listing.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

No person is or has been authorised by the Issuers, the Principal Guarantors or the Subsidiary Guarantors to give any information or to make any representation not contained in or not consistent with this Offering Circular in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or any Agent (as defined below) or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers.

None of the Arranger, the Dealers, the Trustee or the Agents have separately verified the information contained in this Offering Circular. To the fullest extent permitted by law, none of the Arranger, the Dealers, the Trustee or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers accept any responsibility or liability for the contents, or completeness of this Offering Circular, for the information incorporated by reference in this Offering Circular, or for any other statement made or purported to be made by the Arranger, the Dealers, the Trustee or the Agents or on any of their behalf in connection with the Issuers, the Principal Guarantors, the Subsidiary Guarantors or the issue and offering of the Notes. Each Dealer, each Arranger, the Trustee and each Agent accordingly disclaim all and any liability whether arising in tort, contract or otherwise which it might otherwise have in respect of this Offering Circular, such information incorporated by reference or any such statement, in each case to the fullest extent permitted by law.

Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation; or (ii) should be considered as a recommendation by the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or any Agent or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers that any recipient of this Offering Circular or any other information supplied in connection with the Programme or any Notes should purchase any Notes. The information in this Offering Circular does not constitute financial product advice and does not take account of the individual objectives, financial situation or needs of any investor. Any recipient of this Offering Circular contemplating purchasing any Notes should determine for itself the relevance of the information contained in this Offering Circular and should make its own independent investigation of the Issuers', the Principal Guarantors' and the Subsidiary Guarantors' financial condition and affairs, and its own appraisal of their creditworthiness and of the merits of an investment in the Notes. Neither this Offering Circular nor any other information supplied in connection with the Programme or any Notes constitutes an offer or invitation by or on behalf of the

Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or any Agent to any recipient of this Offering Circular or such information to subscribe for or to purchase any Notes.

Neither the delivery of this Offering Circular nor any issue or sale made in connection herewith, under any circumstances, creates any implication that there has been no change in the affairs of the Issuers, the Principal Guarantors, or the Subsidiary Guarantors since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuers, the Principal Guarantors, or the Subsidiary Guarantors since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information contained herein or supplied in connection with the Programme or any Note is correct as of any time subsequent to the date hereof or the date on which it is supplied (as applicable) or, if different, the date indicated in the document containing the same. None of the Arranger, the Dealers, the Trustee or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers undertake to review the financial condition or affairs of any Issuer, Principal Guarantor or Subsidiary Guarantor during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger, the Dealers, the Trustee or any Agent.

This Offering Circular has not been, and will not be, and no prospectus or offer disclosure document in relation to the Programme or the Notes has been or will be lodged with the Australian Securities and Investments Commission (“ASIC”) or any other regulatory authority in Australia, and this Offering Circular is not, and does not purport to be, a document containing disclosure to investors for the purposes of Part 6D.2 or Part 7.9 of the Australian Corporations Act. It is not intended to be used in connection with any offer for which such disclosure is required and does not contain all the information that would be required by those provisions if they applied. It is not to be provided to any “retail client” as defined in section 761G of the Australian Corporations Act. This Offering Circular is not, and under no circumstances is to be construed as, an advertisement or public offering of Notes in Australia. None of the Issuers, the Principal Guarantors or the Subsidiary Guarantors is licensed to provide financial product advice in respect of the Notes or the Guarantee. Cooling-off rights do not apply to the acquisition of the Notes.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction and particularly to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken or shall be taken by the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or the Agents which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations of such jurisdictions. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer

or sale of Notes in the United States, the European Economic Area, the United Kingdom, Australia, Japan, the People's Republic of China, Hong Kong and Singapore, see "*Subscription and Sale*".

The Notes and the Guarantees have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain limitations, the Notes may not be offered, sold or (in the case of the Notes in bearer form) delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act). For a description of certain restrictions on offers and sales of Notes and on distribution of this Offering Circular, see "*Subscription and Sale*".

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities approved this Offering Circular or confirmed the accuracy or determined the adequacy of the information contained in this Offering Circular. Any representation to the contrary is unlawful.

From time to time, in the ordinary course of business, certain of the Dealers, the Arranger, the Trustee and the Agents and their respective affiliates have provided advisory and investment banking services, and entered into other commercial transactions with the Issuers, the Principal Guarantors, the Subsidiary Guarantors and their respective affiliates, including commercial banking services, for which customary compensation has been received. It is expected that the Dealers, the Arranger, the Trustee and the Agents and their respective affiliates will continue to provide such services to, and enter into such transactions with, the Issuers, the Principal Guarantors, the Subsidiary Guarantors and their respective affiliates in the future.

The Dealers or certain of their respective affiliates may purchase the Notes and be allocated Notes for asset management and/or proprietary purposes and not with a view to distribution.

None of the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Arranger, the Dealers, the Trustee or the Agents or any of their respective affiliates, directors, employees, agents, representatives, officers or advisers makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Notes are the persons named in the applicable Pricing Supplement as the relevant Dealer(s) or the Managers, as the case may be.

Copies of each Pricing Supplement will be available from the Principal Guarantors' registered office and the specified office set out at the end of this Offering Circular of the Principal Paying Agent (as defined under "*Terms and Conditions of the Notes*").

## **MIFID II PRODUCT GOVERNANCE / TARGET MARKET**

The Pricing Supplement in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.



A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

### **PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS**

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “**EEA**”) or in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPS Regulation.

### **BENCHMARK REGULATION**

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the “**Benchmark Regulation**”). If any such reference rate does constitute such a benchmark, the applicable Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation. Not every reference rate will fall within the scope of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Pricing Supplement (or, if located outside the European Union or the UK, recognition, endorsement or equivalence). The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the relevant Issuer does not intend to update the relevant Pricing Supplement to reflect any change in the registration status of the administrator.

### **PRESENTATION OF FINANCIAL INFORMATION**

Each of the Principal Guarantors prepares its consolidated financial statements in Australian dollars in accordance with the International Financial Reporting Standards (“**IFRS**”) adopted by the International Accounting Standards Board.

Unless otherwise indicated, consolidated financial information of the Group included in this Offering Circular has been derived from (i) the audited consolidated financial statements of the Group as at and for the financial years ended 30 June 2019 and 30 June 2020; and (ii) the unaudited consolidated financial statements of the Group as at and for the half years ended 31 December 2018 and 31 December 2019. The consolidated financial statements for the years ended 30 June 2019 and 30 June 2020 were audited by KPMG, of Level 38 Tower Three, International Towers Sydney, 300

Barangaroo Avenue, Sydney NSW 2000, PO Box H67 Australia Square, Sydney NSW 1213, Australia. The consolidated financial statements of the Group are prepared in accordance with Australian Accounting Standards (the "AASBs") and the Australian Corporations Act.

Investors should be aware that this Offering Circular includes certain financial measures that are non-IFRS financial measures. These non-IFRS financial measures include "EBITDA". Such non-IFRS information has not been audited or auditor-reviewed, and should not be considered as an indication of or alternative to an IFRS measure of financial performance or position. These non-IFRS financial measures do not have a standardised meaning prescribed by Australian Accounting Standards and therefore may not be comparable to similarly titled measures presented by other entities.

### CERTAIN DEFINITIONS

All references in this Offering Circular to "U.S. dollars", "US\$" and "\$" refer to the lawful currency of the United States of America (the "US") and all references to "Australian dollars" and "A\$" refer to the lawful currency of the Commonwealth of Australia.

All references in this Offering Circular to "FY2019", "FY2020" and "FY2021" are to the full year ended 30 June 2019, 30 June 2020 and 30 June 2021, respectively.

References in this Offering Circular to "Lendlease" or the "Group" are to the Principal Guarantors and their respective subsidiaries as defined in the Australian Corporations Act ("Subsidiaries") and, where the context permits, to the business of the Principal Guarantors and the Subsidiaries in its entirety, including the respective businesses of the Principal Guarantors, the Issuers and their respective Subsidiaries.

Rounding adjustments have been made in calculating some of the financial information included in the Offering Circular. As a result, numerical figures shown as totals in some tables may not be exact arithmetic aggregations of the figures that precede them.

### FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements including, without limitation, words and expressions such as expect, believe, plan, intend, estimate, project, anticipate, may, will, would, could or similar words or statements, in particular, in the sections entitled "*Description of the Issuer*" and "*Description of the Group*" in this Offering Circular, in relation to future events, the Issuers, the Guarantors, each of their Subsidiaries for the time being and the Lendlease Trust, the Group's prospects, its expected financial condition, its business strategies, the future developments of the Group's operations and industry and the future development of the general domestic, regional and global economy.

These statements are based on assumptions regarding the Group's present and future business strategy and the environment in which it expects to operate in the future. These matters and the Group's future results could differ materially from those expressed or implied by these forward-looking statements and, although these forward-looking statements reflect the Group's current view of future events, they are not a guarantee of future performance or other matters. In addition, the Group's future performance may be affected by various factors and risks including, without limitation, those discussed in the sections entitled "*Risk Factors*", "*Description of the Issuer*" and "*Description of the Group*".

Should one or more of these or other risks or uncertainties materialise, or should any underlying assumptions prove incorrect, actual outcomes may vary materially from those indicated. Prospective investors should therefore not place undue reliance on any of these forward-looking statements.

Investors are strongly urged not to place undue reliance on forward-looking statements, particularly in light of the economic climate and the significant volatility, uncertainty and disruption caused by the outbreak of the coronavirus disease known as COVID-19 (“**COVID-19**”) during 2020.

In this Offering Circular, statements of, or references to, intentions of the Issuers or the Guarantors or those of any of the directors of any of them are made as at the date of this Offering Circular. Any such intentions may change in light of future developments.

Each of the Issuers, the Guarantors, the Arranger and the Dealers expressly disclaim any obligation or undertaking to release, publicly or otherwise, any updates or revisions to any forward-looking statement contained herein to reflect any change in any Issuer’s or any Guarantor’s or Subsidiary’s expectations with regard thereto or any change in events, conditions, assumptions or circumstances on which any such statement was based or any change in the intentions of the Issuers, the Guarantors or any of their respective Subsidiaries or directors.

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**IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES (OTHER THAN THE AMTNS OR IN CIRCUMSTANCES WHERE SUCH ACTION COULD REASONABLY BE EXPECTED TO AFFECT THE PRICE OF NOTES TRADED WITHIN AUSTRALIA OR ON A FINANCIAL MARKET (AS DEFINED IN THE AUSTRALIAN CORPORATIONS ACT) OPERATED IN AUSTRALIA), ONE OR MORE RELEVANT DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) IN THE APPLICABLE PRICING SUPPLEMENT (OR ANY PERSON(S) ACTING ON BEHALF OF THE STABILISING MANAGER(S)) MAY, OUTSIDE AUSTRALIA AND ON A FINANCIAL MARKET OPERATED OUTSIDE AUSTRALIA, OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL.**

**HOWEVER, STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION OR OVERALLOTMENT MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISING MANAGER(S) (OR PERSON(S) ACTING ON BEHALF OF THE STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or issued or which may be published or issued from time to time after the date hereof shall be incorporated in, and form part of, this Offering Circular:

- (a) the two most recently published annual reports including the two most recently published audited annual consolidated financial statements and the two most recently published half year unaudited consolidated financial reports of the Group, in each case together with any audit or review reports prepared and published in connection therewith; and
- (b) the two most recently published annual financial reports and the two most recently published half year financial reports of Lendlease Trust, in each case together with any audit or review reports prepared and published in connection therewith; and
- (c) the two most recently published full year Financial and Operational Metrics files and the two most recently published half year Financial and Operational Metrics file of the Group also lodged with ASX Limited (“**ASX**”) with the documents referred to in paragraph (a); and
- (d) all supplements (other than the Pricing Supplement) or amendments to this Offering Circular circulated by the Issuers from time to time,

save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.

Any published unaudited interim consolidated financial statements of the Group which are, from time to time, deemed to be incorporated by reference in this Offering Circular will not have been audited by the independent auditors of the Group. Accordingly, there can be no assurance that, had an audit been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Offering Circular shall not form part of this Offering Circular.

The Issuers and Principal Guarantors will make available for inspection at reasonable times during normal business hours free of charge from the office of The Bank of New York Mellon, London Branch (the "**Principal Paying Agent**") and provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, following the written request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference, unless in either case such documents have been modified or superseded as specified above or (unless otherwise required by the rules of the SGX-ST or any other applicable securities exchange) such documents are published on their website, [www.lendlease.com](http://www.lendlease.com). Requests for provision of such documents should be directed to the Issuers and the Principal Guarantors, and requests for inspection of such documents at the office of the Principal Paying Agent should be directed to the Principal Paying Agent, in each case at their respective offices set out at the end of this Offering Circular. Copies of the most recently published (i) annual reports (including the most recently published audited annual consolidated financial statements and the most recently published half year unaudited consolidated financial reports of the Group), (ii) annual financial reports and the most recently published half year financial reports of

Lendlease Trust and (iii) full year Financial and Operational Metrics files and the two most recently published half year Financial and Operational Metrics file of the Group deemed incorporated by reference in this Offering Circular are available on the website of ASX at [www.asx.com.au](http://www.asx.com.au).

## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement. The Issuers, the Principal Guarantors and any relevant Dealer(s) may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event a new Offering Circular or a supplement to the Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.*

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuers: Any of Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital Inc., as specified in the applicable Pricing Supplement

Principal Guarantors: Lendlease Corporation Limited  
Lendlease Responsible Entity Limited in its capacity as responsible entity of the Lendlease Trust

Subsidiary Guarantors: Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital Inc. (excluding in respect of any Notes, the relevant Issuer)

Additional Subsidiaries of the Principal Guarantors may be joined, and if joined may subsequently be released, as Subsidiary Guarantors under the Trust Deed as described in Condition 3.2 (*Status of the Guarantee*).

The Principal Guarantors and the Subsidiary Guarantors are collectively referred to as the "**Guarantors**".

Guarantee: Payment of all amounts due in respect of each Series of the Notes is guaranteed by the Principal Guarantors and the Subsidiary Guarantors (the "**relevant Guarantors**" in respect of such Notes).

The Guarantors have undertaken to the Trustee in the Trust Deed that, in the event that the relevant Issuer fails for any reason whatsoever to punctually pay any amounts due in respect of the Notes, and such amount remains outstanding for more than 3 Business Days (as defined in the Trust Deed, being a day, other than a Saturday or Sunday, on which banks and foreign exchange markets are open for general business in Sydney, New York and London) after its due date, the Guarantors will immediately pay or cause each and every such payment of that amount to be made within 10 Business Days (in the case of a Principal Guarantor) or within 12 Business

Days (in the case of each other Guarantor) of receiving a demand from any holder of such Notes (which demand will be treated as relating to all outstanding amounts in respect of Notes of the relevant Series) or the Trustee in accordance with the Trust Deed. Such demand must be in writing, state that it is made under clause 4.1.2 of the Trust Deed, state that an amount payable under the Notes has not been paid and confirm that (a) the amount has not been paid by the relevant Issuer within 3 Business Days after its due date, (b) that the amount remains unsatisfied, and (c) in the case of a demand on a Subsidiary Guarantor, confirm that written demand for payment of the amount has also been made or is being made simultaneously on a Principal Guarantor, and must be served on the relevant Guarantor with a copy given to the Trustee (unless the Trustee is the person making the demand), in each case in accordance with the Trust Deed.

Risk Factors:

There are certain factors that may affect the relevant Issuer's, the Principal Guarantors', and the Subsidiary Guarantors' ability to fulfill their obligations in respect of the Notes and the Guarantee, or which are material for the purpose of assessing market and other risks associated with the Notes. These include the fact that the Notes may not be a suitable investment for all intended investors, certain risks relating to the structure of particular Series of Notes and certain market risks. See "*Risk Factors*" below.

Description:

Euro Medium Term Note Programme

Arranger:

The Hongkong and Shanghai Banking Corporation Limited (in the case of Notes other than the AMTNs)

The Hongkong and Shanghai Banking Corporation Limited, Sydney Branch (in the case of AMTNs)

Dealers:

The Issuers and the Principal Guarantors may from time to time appoint Dealers either in respect of one or more Tranches or in respect of the whole Programme and may from time to time terminate the appointment of any such Dealer. References in this Offering Circular to "**Dealers**" are to all persons appointed as a dealer in respect of one or more Tranches or the whole Programme (in each case, whose appointment has not been terminated).

Certain Restrictions:

Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be



issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restriction applicable at the date of this Offering Circular.

*Notes having a maturity of less than one year:*

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent. See "*Subscription and Sale*".

Principal Paying Agent:	The Bank of New York Mellon, London Branch (in the case of Notes other than AMTNs)
AMTN Issuing and Paying Agent:	BTA Institutional Services Australia Ltd
Registrar:	<p>The Bank of New York Mellon SA/NV, Luxembourg Branch (in the case of Notes other than AMTNs).</p> <p>BTA Institutional Services Australia Ltd (in the case of AMTNs).</p>
Transfer Agent:	The Bank of New York Mellon SA/NV, Luxembourg Branch
Trustee:	The Bank of New York Mellon, London Branch
Programme Size:	Up to US\$2,000,000,000 (or its equivalent in other currencies calculated as described in the Dealer Agreement) outstanding at any time. The Issuers and the Principal Guarantors may from time to time increase the amount of the Programme in accordance with the terms of the Dealer Agreement.
Distribution/Method of Issue:	<p>Notes may be distributed either by way of private placement or on a syndicated or non-syndicated basis.</p> <p>The Notes will be issued in series (each a "<b>Series</b>") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be</p>

interchangeable with all other Notes of the Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the applicable Pricing Supplement.

**Currencies:** Subject to any applicable legal or regulatory restrictions, any currency agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) and Agents and indicated in the applicable Pricing Supplement.

**Maturities:** Such maturities as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) and indicated in the applicable Pricing Supplement, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

**Issue Price:** The Notes may be issued on a fully-paid basis and at an issue price which may be at par or at a discount to, or premium over, par. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.

**Form of Notes:** The Notes (other than AMTNs and Notes issued by Lendlease (US) Capital Inc.) may be issued in bearer form and/or registered form and the AMTNs will be issued in registered uncertificated form only, each as described in "*Form of the Notes*". Lendlease (US) Capital Inc. may issue Notes in registered form only.

Registered Notes will not be exchangeable for Bearer Notes or AMTNs. Bearer Notes will not be exchangeable for Registered Notes or AMTNs. AMTNs will not be exchangeable for Bearer Notes or Registered Notes.

**Clearing Systems:** Clearstream, Luxembourg and Euroclear, and in relation to any Tranche of Notes, such other clearing system as may be agreed between the relevant Issuer, the relevant Guarantors, the Trustee, the relevant Agents and the relevant Dealer(s).

Each Series of AMTNs will (unless otherwise specified in the applicable Pricing Supplement) be registered in the

name of Austraclear Ltd and entered in the Austraclear System.

Initial Delivery of Notes:

On or before the issue date for each Tranche, the Global Note representing Bearer Notes or Registered Notes may be deposited with a common depository for Euroclear or Clearstream, Luxembourg. Global Notes may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the relevant Issuer, the relevant Guarantors, the Trustee, the relevant Agent and the relevant Dealer(s). Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems or for a depository or common depository for them.

Fixed Rate Notes:

Fixed interest, in respect of each Interest Period, as agreed prior to issue by the relevant Issuer, the relevant Guarantors and the relevant Dealer(s), will be payable on such date or dates as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer.

Floating Rate Notes:

Floating Rate Notes will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s).

The margin (if any) relating to such floating rate will be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) for each Series of

Floating Rate Notes and will be specified in the applicable Pricing Supplement.

Index Linked Notes:

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Pricing Supplement.

Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes:

Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes and Index Linked Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer, the relevant Guarantors and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s).

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Dual Currency Notes:

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) may agree, which will be specified in the applicable Pricing Supplement.

Redemption:

The applicable Pricing Supplement will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or (at the option of the relevant Issuer) for taxation reasons or following a Change of Control Put Event or an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s). The terms of any such redemption, including notice periods, any relevant conditions to be

satisfied and the relevant redemption dates and prices will be indicated in the applicable Pricing Supplement.

The applicable Pricing Supplement may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement.

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions — Notes having a maturity of less than one year*" above.

Denomination of Notes:

The Notes will be issued in such denominations as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s), save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (see "*Certain Restrictions — Notes having a maturity of less than one year*" above), and save that the minimum denomination of each Note admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which would require the publication of a prospectus under the Prospectus Regulation (as defined below) will be €100,000 (or, in each case, if the Notes are denominated in a currency other than euro, the equivalent amount in such other currency).

AMTNs will be issued in a single denomination as specified in the Pricing Supplement save that for AMTNs issued in, or into, Australia:

- (i) the aggregate consideration payable to the relevant Issuer by each offeree is at least A\$500,000 (or the equivalent in any other currency and disregarding any moneys lent by the Issuer or its associates to the purchaser) or the issuance results from an offer or invitation of those Notes which otherwise does not require disclosure to investors under Part 6D.2 or Chapter 7 of the Australian Corporations Act;
- (ii) the issuance is not made to a "retail client" for the purposes of Section 761G of the Australian Corporations Act;

- (iii) the issuance complies with all other applicable laws; and
- (iv) the issuance does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

Taxation:

All payments in respect of the Notes, Receipts and Coupons by the relevant Issuer and the Guarantors will, subject to certain conditions and exceptions, be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction as provided in Condition 8 (*Taxation*) unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantors will, save in certain limited circumstances provided in Condition 8 (*Taxation*), be required to pay additional amounts to cover the amounts so deducted. No additional amount will be payable in respect of deductions under FATCA.

Negative Pledge:

The terms of the Notes will contain a negative pledge provision as further described in Condition 4 (*Negative Pledge*). The negative pledge is subject to certain exceptions, including in respect of Encumbrances created over assets of a member of the Group where the aggregate indebtedness of the Group secured by such Encumbrances under such exception does not exceed 10 per cent. of Total Tangible Assets of the Group and Encumbrances permitted under the Principal Finance Document that do not secure Financial Indebtedness owing under the Principal Finance Document. See Condition 4 (*Negative Pledge*).

Cross Default:

The terms of the Notes will contain a cross acceleration provision as further described in Condition 10 (*Events of Default and Enforcement*).

Status of the Notes:

The Notes of each Series will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the relevant Issuer and will rank *pari passu* among themselves and (save for certain obligations preferred by law) equally with all other unsecured and unsubordinated obligations of the relevant Issuer, from time to time outstanding, as set out in Condition 3.1 (*Status of the Notes*).

Status of the Guarantees: The obligations of each Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Guarantor and rank (save for certain obligations preferred by law) equally with all other unsecured and unsubordinated obligations of the Guarantor, from time to time outstanding, as set out in Condition 3.2 (*Status of the Guarantee*) subject in the case of Lendlease RE to the limitation set out in Condition 3.3 (*Capacity of Lendlease Responsible Entity Limited*).

Rating: Notes issued under the Programme may be rated or unrated. Where an issue of certain series of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Group and (where applicable) such rating will be specified in the applicable Pricing Supplement.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn at any time.

Listing and Admission to Trading: Application will be made to the SGX-ST for permission to deal in, and the listing and quotation of, any Notes that may be issued pursuant to the Programme and which are agreed at the time of or prior to the issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST.

There is no assurance that any application to the SGX-ST will be approved. Admission to the Official List and listing of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Programme or such Notes. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained herein. If the application to the SGX-ST to list a particular series of Notes is approved, for so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes if traded on the SGX-ST will be traded in a minimum board lot size of at least S\$200,000 (or its equivalent in other currencies).

Notes of any Series may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s). Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Pricing Supplement will state whether or not the relevant Notes are to be listed and/or admitted to

trading and, if so, on which stock exchanges and/or markets.

Use of Proceeds:

The net proceeds from the issue of Notes will be applied by the relevant Issuer for general corporate purposes, or as may be specified in the applicable Pricing Supplement.

Governing Law:

The Notes (other than the AMTNs) and any non-contractual obligations arising out of or in connection with the Notes (other than non-contractual obligations arising out of or in connection with the AMTNs) will be governed by, and construed in accordance with, English law.

The AMTNs will be governed by, and construed in accordance with, the laws of New South Wales, Australia.

Selling Restrictions:

Notes may only be offered, sold or transferred in circumstances complying with all applicable laws. There are specific restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area, the United Kingdom, Australia, Japan, Hong Kong, Singapore and the People's Republic of China and other restrictions may also be required in connection with the offering and sale of a particular Tranche of Notes in other jurisdictions, see "*Subscription and Sale*" and such other restrictions as may be specified in the applicable Pricing Supplement.

Marketing of the Notes will be conducted in the EEA and the UK only in the Approved Jurisdictions specified in the applicable Pricing Supplement and will not be conducted in any other EEA member state.



## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons (and talons for further coupons if appropriate) attached, or registered form, without interest coupons or talons attached, in each case as specified in the applicable Pricing Supplement. AMTNs will be issued in registered uncertificated form only, as further detailed below.

### **Bearer Notes**

The following applies to Notes specified in the applicable Pricing Supplement to be in bearer form.

Each Tranche of Bearer Notes (which will not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act)), will be initially issued in the form of a temporary global note (a "**Temporary Bearer Global Note**") or, if so specified in the applicable Pricing Supplement, a permanent global Note (a "**Permanent Bearer Global Note**" and, together with a Temporary Bearer Global Note, each a "**Bearer Global Note**") which, in either case, will be delivered on or prior to the original issue date of the Tranche to a common depository (the "**Common Depository**") for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). Notes in bearer form will be delivered and deliverable only outside the United States (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction).

Whilst any Bearer Note is represented by a Temporary Bearer Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) in respect of such Temporary Bearer Global Note will be made to the bearer thereof against presentation of the Temporary Bearer Global Note only outside the United States (including the states of the United States and the District of Columbia, and the other territories, possessions and areas subject to the jurisdiction of the United States) and only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Bearer Global Note are not in the United States and are not U.S. persons or persons who have purchased for the account or benefit of, or for resale to, any U.S. person or any person within the United States (including the states of the United States and the District of Columbia, and the other territories, possessions and areas subject to the jurisdiction of the United States), as required by United States Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg, as applicable and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the "**Exchange Date**") which is 40 days after a Temporary Bearer Global Note is issued, interests in such Temporary Bearer Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Bearer Global Note of the same Series; or (ii) for Definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement), in each case against certification of beneficial ownership as described above unless such certification has already been given in connection with a payment of principal, interest or any other amount payable in respect of the Bearer Notes. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Bearer Global Note for an interest in a Permanent Bearer Global Note or for Definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Bearer Global Note will be made to the bearer of such Permanent Bearer Global Note against presentation or surrender (as the case may be) of the Permanent Bearer Global Note without any requirement for certification.

The applicable Pricing Supplement will specify that a Permanent Bearer Global Note will be exchangeable (free of charge), in whole but not in part, for Definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon either (a) not less than 60 days' written notice given at any time from Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) to the Principal Paying Agent as described therein; or (b) only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) the relevant Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system satisfactory to the Trustee is available; or (ii) the relevant Issuer or any Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Bearer Global Note in definitive form and a certificate to such effect signed by two Directors of the relevant Issuer is given to the Trustee. The relevant Issuer and/or the Guarantors will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event referred to in (i) above, Euroclear and/or Clearstream, Luxembourg or the common depository on their behalf (acting on the instructions of any holder of an interest in such Permanent Bearer Global Note) or the Trustee may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the relevant Issuer may give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent. No definitive Bearer Note delivered in exchange for a Permanent Bearer Global Note will be mailed or otherwise delivered to any location in the United States (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction) in connection with such exchange.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons or talons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

#### **Registered Notes (other than AMTNs)**

The following applies to Notes specified in the applicable Pricing Supplement to be in registered form (other than AMTNs). Lendlease (US) Capital Inc. may only issue Registered Notes.

The Registered Notes of each Tranche (which will not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S)), will initially be

represented by a global note in registered form (a "**Registered Global Note**" and, together with any Bearer Global Note, each, a "**Global Note**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to the relevant Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2.1 (*Transfer of interests in Registered Global Notes*) and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Registered Global Note will bear a legend regarding such restrictions on transfer.

Registered Global Notes will be deposited with a common depository for, and registered in the name of a nominee for such common depository for Euroclear and Clearstream, Luxembourg, as specified in the applicable Pricing Supplement. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 6.4 (*Payments in respect of Registered Notes*)) as the registered holder of the Registered Global Notes.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.4 (*Payments in respect of Registered Notes*)) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) if the Registered Global Note is registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg, the relevant Issuer has been notified that both of Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system satisfactory to the Trustee is available; or (ii) the relevant Issuer or any Guarantor has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note in definitive form and a certificate to such effect signed by two Directors of the relevant Issuer is given to the Trustee. The relevant Issuer will promptly give notice to Noteholders in accordance with Condition 14 (*Notices*) if an Exchange Event occurs. In the event of the occurrence of an Exchange Event as described in (i) above, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the relevant Issuer may give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.

## **Payments**

Payments in respect of Global Notes will be made to the holders of such Notes as described above. Holders of interests in such Notes through any clearing system must look solely to the relevant clearing system to receive payment. None of the Issuers, the Principal Guarantors, the Subsidiary Guarantors, the Trustee, the Principal Paying Agent or any other Agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## **Transfer of Interests**

Interests in a Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in such Global Note through the relevant clearing system. No beneficial owner of an interest in a Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

## **AMTNs**

The AMTNs will be in registered uncertificated form only, and constituted by the Australian Deed Poll. For the avoidance of doubt, AMTNs are not Registered Notes as defined above. The AMTNs may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act).

### *Austraclear*

On issue of any AMTNs, the Issuer may, as specified in the applicable Pricing Supplement, procure that the AMTNs are entered into the clearance and settlement system (“**Austraclear System**”) operated by Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”). On entry, Austraclear will become the sole registered Noteholder and legal owner of the AMTNs. Subject to the rules and regulations known as the Austraclear Regulations established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System, together with any directions or instructions, participants of the Austraclear System (“**Accountholders**”) may acquire rights against Austraclear in relation to those AMTNs as beneficial owners and Austraclear is required to deal with the AMTNs in accordance with the directions and instructions of the Accountholders. Any potential investors who are not Accountholders would need to hold their interest in the relevant AMTNs through a nominee who is an Accountholder. All payments by or on behalf of the Issuer in respect of AMTNs entered in the Austraclear System will be made directly to an account agreed with Austraclear or as it directs in accordance with the Austraclear Regulations.

### *Holding of AMTNs through Euroclear and Clearstream, Luxembourg*

On entry in the Austraclear System, interests in the AMTNs may be held through Euroclear or Clearstream, Luxembourg. In these circumstances, entitlements in respect of holdings of interests in the AMTNs in Euroclear would be held in the Austraclear System by HSBC Custody Nominees (Australia) Limited as nominee of Euroclear, while entitlements in respect of holdings of interests in the AMTNs in Clearstream, Luxembourg would be held in the Austraclear System by J.P. Morgan Nominees Australia Limited as nominee of Clearstream, Luxembourg. The rights of a holder of interests in AMTNs held through Euroclear or Clearstream, Luxembourg are subject to the respective rules and regulations of Euroclear and Clearstream, Luxembourg, the arrangements between Euroclear and Clearstream, Luxembourg and their respective nominees and the Austraclear Regulations.

### *Transfers*

Any transfer of AMTNs will be subject to the Australian Corporations Act and the other requirements set out in the Conditions and, where the Notes are entered in the Austraclear System, the Austraclear Regulations. Secondary market sales of AMTNs settled in the Austraclear System will be settled in accordance with the Austraclear Regulations.

### *Relationship of Accountholders with Austraclear*

Accountholders who acquire an interest in AMTNs entered in the Austraclear System must look solely to Austraclear for their rights in relation to such Notes and will have no claim directly against the Issuer in respect of such Notes although under the Austraclear Regulations, Austraclear may direct the Issuer to make payments direct to the relevant Accountholders.

Where Austraclear is registered as the Noteholder of any AMTNs that are lodged in the Austraclear System, Austraclear may, where specified in the Austraclear Regulations, transfer the AMTNs to the person in whose Security Record (as defined in the Austraclear Regulations) those AMTNs are recorded and, as a consequence, remove those AMTNs from the Austraclear System.

Potential investors in AMTNs should inform themselves of, and satisfy themselves with, the Austraclear Regulations and (where applicable) the rules of Euroclear and Clearstream, Luxembourg and the arrangements between them and their nominees in the Austraclear System.

### **General**

Pursuant to the Agency Agreement or, in the case of AMTNs, the Australian Agency Agreement, (each as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent or the Australian Agent (each as defined under "*Terms and Conditions of the Notes*") shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and International Securities Identification Number ("**ISIN**") which are different from the common code and ISIN to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or Austraclear shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the relevant Issuer, the relevant Guarantors, the Trustee and the Principal Paying Agent (or the Australian Agent, in the case of AMTNs) and (if applicable), Registrar (or the Australian Registrar, in the case of AMTNs).

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the relevant Issuer and/or the Guarantors unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing (but this does not limit the giving by a holder of a demand under the Guarantee as described in "*Overview of the Programme*" above).

The relevant Issuer, the Principal Guarantors and the Trustee may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a new Offering Circular or a supplement to the Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

## **RISK FACTORS**

*The following factors may affect the ability of the Issuers and the Guarantors to fulfil their obligations under Notes issued under the Programme, or their Guarantee thereof, which may in turn result in investors losing the value of their investment.*

*In addition, certain factors which may be material for the purpose of assessing the market and other risks associated with the Notes issued under the Programme are also described below.*

*The inability of the relevant Issuer or any of the Guarantors to pay interest, principal or other amounts on or in connection with the Notes or the Guarantee may occur for other reasons which may not have been considered significant risks by the Issuers and the Guarantors based on information currently available to them or which they may not currently anticipate. In addition, there may be other factors not listed below which are material to an assessment of market and other risks in relation to the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer, the Principal Guarantors and the Subsidiary Guarantors may not be aware of all relevant factors. Prospective investors should read the detailed information set out elsewhere in this Offering Circular (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision.*

### **Factors that may affect each Issuer's ability to fulfil its obligations under the Notes and the Guarantors' ability to fulfil their obligations under the Guarantee**

#### *General economic conditions*

The performance of Lendlease depends heavily on property development activity, construction activity and the demand for property investment management services across Australia, Europe, the Americas and Asia (the markets in which it operates). These sectors are highly cyclical, and greatly influenced by changes in prevailing economic conditions. Relevant economic factors that may affect Lendlease's businesses include, but are not limited to, government fiscal policies and capital works programmes, interest rates, exchange rates, inflation, rates of economic growth, employment levels, consumer and business spending, consumer and investment sentiment, property values and property market volatility and the availability of debt and equity capital.

Market and economic disruptions may affect, government, consumer and business spending, consumer and investment confidence levels, interest rates and other relevant factors in the economies in which Lendlease operates. There can be no assurance that these circumstances will not occur again and will not adversely affect Lendlease's future financial position or performance.

In light of recent global macroeconomic events, including the impact of COVID-19, some of the countries in which Lendlease operates have experienced, and it is likely that other countries in which Lendlease operates will experience, an economic recession or downturn of uncertain severity and duration which could cause a material contraction in the property, development and construction sectors. These economic disruptions could have an adverse impact on Lendlease's operating and financial position and performance, as well as affect the price of Lendlease's securities.

#### *Access to funding*

Property development and investment is capital intensive and dependent on access to funding. In addition, development and construction activity is dependent on access to financial accommodation in the form of performance bonds and similar forms of credit support, provided by banks and other financial institutions, which Lendlease is required to provide to contractual counterparties.

Adverse changes in global equity or credit market conditions, a negative change in Lendlease's credit ratings, or any of Lendlease's credit ratings being suspended or withdrawn could adversely affect Lendlease's capacity to undertake new projects or raise new investment funds, increase Lendlease's cost of funding, constrain access to funding or impair Lendlease's ability to refinance its expiring borrowings on acceptable terms or at all. In these circumstances, Lendlease's financial position or performance may be adversely affected.

#### *Debt covenants*

Lendlease has various covenants in relation to its debt facilities, including interest cover, gearing and negative pledge covenants. While Lendlease is currently in compliance with its financial covenants, factors such as falls in asset values and the inability to achieve timely asset sales, including because of delays in completing transactions as a result of the COVID-19 pandemic, could lead to a breach of such covenants. In such an event, Lendlease's lenders may require their loans to be repaid immediately.

Lendlease's debt facilities contain a number of undertakings, representations and warranties that if breached may result in debt becoming immediately due for payment.

#### *Property market risks*

Lendlease's businesses are dependent on prevailing property market conditions in the countries and sectors where it operates. As a result, Lendlease's future financial position or performance could be affected by:

- increases in the supply of or reductions in the demand for property assets which impact the value of such assets or the returns generated from the development, management, construction of or investment in such assets;
- changes in market conditions or sentiment that adversely affect the capitalisation rates considered appropriate by professional valuers for the income-producing properties held by Lendlease;
- changes in market conditions that result in Lendlease being unable to sell its interests in property assets or investments at prices reflecting their fair value in a timely manner or at all;
- buoyant market conditions that result in increases in the cost of or constrain Lendlease's ability to secure land or development sites at acceptable prices, if at all, or that increase the cost of or reduce access to labour and other materials; and
- changes in or the imposition of fees, taxes, duties or other charges applicable to property development, management or investment activities or in the sale of interests in property assets or investment.

#### *Development activity risk*

Lendlease is involved in a number of large developments and is subject to risks associated with development and redevelopment activities including general decline in property values, income derived from redeveloped properties being lower than expected, funding and implementation of developments being different to that anticipated, delays in project timetables, fluctuations in land values, industrial disputes, cost overruns, changes in planning consents or policies, changes in government policy, changes in government infrastructure, land resumptions, presence of threatened flora or fauna, the activities of community action groups, native title claims, increases in funding

costs, construction not being completed on budget or on schedule, environmental issues, and failure to obtain or delays in obtaining required planning registrations, approvals, permits or licences. As is often the case with development projects, a number of Lendlease's development sites are subject to rezoning requirements, carrying the risk of delays in obtaining, or an inability to obtain, required zoning approvals. These risks may adversely affect the value of these projects.

Property and infrastructure development involves an assumption of risk by Lendlease as to the ultimate value of the development asset. Lendlease's practice is to seek to mitigate that risk through the sale of some or all of its interest in a development to third party investors or by securing anchor tenants to support commercial developments and pre-sales to support residential developments. If Lendlease is unable to procure investors, anchor tenants or pre-sales for its developments on acceptable terms or at all, it may be prevented from pursuing development opportunities, its financial position or performance may be adversely affected, or it may be forced to sell other assets or investments at prices which do not reflect their fair value.

#### *Large scale development projects*

Lendlease undertakes large scale development projects with long project timeframes of up to 15 to 20 years. These projects involve a significant investment of capital and human resources by Lendlease.

These large scale development projects present a number of risks. Principally, these are the same as the risks involved in other development and construction activity described herein. However, the scale of such projects means that such risks, should they eventuate, have an increased potential to adversely affect the Group's financial position.

In addition, given the scale of these projects, customer preferences, the timing of delivery and completion, including any delays in completion can have an impact (either adversely or beneficially) on the Group's financial position at any given balance date.

#### *Construction activity risk*

Lendlease is subject to risks associated with construction activities, including:

- the ability of third parties such as designers, joint venture partners and subcontractors to perform their work in accordance with their obligations;
- defective work and latent defects arising from incorrect design and poor subcontractor workmanship and related third party claims;
- liquidated damages from delays in delivery on projects;
- cost overruns on fixed price contracts as a consequence of inadequate design, change in pricing conditions, industrial disputes, unforeseen conditions including inclement weather, geotechnical, environmental and other latent conditions or under-performance of third parties; and
- professional liability claims arising from allegations of negligence.

The nature of construction means that at any one time there are claims where the outcome remains uncertain for many years and is dependent on the ability to recover from third parties and under insurance policies.

#### *Investment activity risk*



Lendlease invests in property directly and indirectly through various property funds. The value of, and returns generated from, property investment assets may be impacted by adverse changes in a number of factors, including the rental income generated from property, prevailing real estate market conditions, vacancy rates, change in retail tenancy laws, the financial condition of tenants (particularly anchor tenants), capitalisation rates, management and maintenance of the property, property market volatility and liquidity and broader market conditions.

Lendlease can have significant non-cash gains or losses depending on the change in fair market value of its investment property interests. If a substantial decrease occurs, Lendlease's financial position and performance, could be adversely affected.

Lendlease holds management rights in respect of various funds. Underperformance of those funds, reductions in property values, investors withdrawing their funds and any consequential winding up of funds can have an adverse impact on the performance and reputation of Lendlease's investment management business and may result in the removal of Lendlease as fund manager. As a consequence of COVID-19, investors may seek greater liquidity, which could lead to an increasing rate of withdrawal of funds or an eventual liquidation of the fund. This could result in a reduction in funds under management ("FUM") and a consequential reduction in fees earned by Lendlease and the other adverse impacts described above.

#### *Acquisition and divestment risk*

Lendlease may pursue large scale acquisitions of new assets or businesses as opportunities arise that meet its investment criteria and if funding is available on acceptable terms. If such acquisitions are pursued Lendlease would be subject to the risks associated with integrating new businesses, including systems integration, policy and compliance alignment and general management reporting. No assurances can be given that such acquisitions will be integrated successfully into the Lendlease business without substantial delays, costs or other problems being experienced, or generate an expected rate of return.

Lendlease may also pursue opportunities to divest existing assets or businesses. If such divestments are undertaken no assurances can be given that the price paid to Lendlease by a purchaser of such assets would be an accurate reflection of any future market value of such assets had Lendlease retained ownership of such assets.

#### *Competition*

Lendlease faces competition from other organisations in the countries and markets in which it operates as well as the threat of new competitors entering its markets. Competition may lead to an over-supply through over-development, or to prices for existing properties or services being impacted by competing bids. Competition may have an adverse impact on Lendlease's ability to secure tenants for its properties at satisfactory rental rates and on a timely basis or the pricing of construction projects or development opportunities, which in turn may impact Lendlease's financial performance and returns to investors.

#### *Reliance on key contracts/clients*

Parts of Lendlease's operations rely on government and government agency contracts which may be affected by changes to relevant government policy or trading practice. There is also a risk that existing contracts are not completed or otherwise terminate. Depending on the extent to which these matters occur, Lendlease's financial performance may be adversely affected.

#### *Defined benefit pension schemes*

Lendlease makes contributions to defined benefit pension schemes related to its business in the United Kingdom as disclosed in Lendlease's financial statements. A deterioration in equity and financial markets may have an adverse impact on the value of the assets held by the pension schemes. Actuarial assumptions may also change. If this occurs, Lendlease may need to reassess its level of contributions to its pension schemes so as to support the capacity of the schemes to meet their future liabilities, which may have an adverse impact on the financial performance of Lendlease.

#### *Employees*

The loss of key management personnel who have particular expertise or the inability to attract new qualified personnel may influence future performance. Lendlease is also exposed to the risk that industrial disputes may arise which might disrupt some of Lendlease's businesses and lead to increased project costs and delays to projects under construction.

#### *Conflicts of interest with joint venture partners*

Lendlease currently undertakes joint ventures on development and construction projects and asset ownership. At times, major decisions are required to be made in respect of these development and construction joint venture arrangements (for example, redevelopment and refurbishment, financing, the sale of assets or surplus land, design and construction, the purchase of additional land and bid pricing, the pursuit of claims). Lendlease's interests may not always be the same as those joint venture partners in relation to these matters and conflicts can have adverse time and cost implications.

Some of these agreements contain buy/sell provisions which may be triggered by a joint venture party and may require Lendlease to determine whether to retain or sell its interest in the joint venture. In addition, pre-emptive provisions or first rights of refusal may apply to sales or transfers of interests in co-owned assets and businesses. These provisions may work to the disadvantage of Lendlease because, among other things, Lendlease might be required to make decisions about buying or selling interests in these assets and businesses at a time that is disadvantageous to it.

While the majority of Lendlease's joint venture partners are large corporates or institutional investors, there is also the risk that they may default on their obligations or otherwise act in a manner which adversely affects Lendlease.

#### *Environment*

Lendlease may, from time to time, be exposed to a range of environmental risks including: soil and water contamination (including per- and polyfluoroalkyl substances (PFAS)); construction (lead paint, asbestos, polychlorinated biphenyl (PCBs)); cultural heritage (aboriginal); flora and fauna (native vegetation, endangered species). In addition, there is a risk that property owned or projects undertaken by Lendlease from time to time may be contaminated by materials harmful to human health (such as asbestos and other hazardous materials). In these situations, Lendlease may be required to undertake remedial works on contaminated sites and may be exposed to third party compensation claims and other environmental liabilities. There is a risk of the discovery of, or incorrect assessment of costs associated with, environmental contamination on any of Lendlease's projects, assets or sites.

#### *Climate change, climatic conditions and sustainability*

If Lendlease fails to adequately respond to the impact of climate change and associated legislative requirements, this could result in litigation, reduced profit due to the impact of increased costs associated with energy efficiency and other costs associated with upgrading existing buildings to comply with new building standards or contractual obligations. Lendlease may also be adversely

impacted by a loss of market share if building designs do not address stakeholder expectations or match competitor products on sustainability issues.

Prolonged adverse weather conditions may result in delays in construction, development projects and investment assets giving rise to possible financial losses, liquidated damages claims and/or deferral of revenue or profit recognition. The physical impacts of climate change could adversely impact Lendlease's projects, developments or assets.

#### *COVID-19 and other communicable diseases*

The outbreak of communicable diseases (including, but not limited to, COVID-19, MERS, Ebola, the avian flu, H1N1, SARS and the Zika virus) in Australia and around the globe, together with any resulting restrictions on travel and/or imposition of quarantines, could have a negative impact on the economy, and Lendlease's business activities in countries where Lendlease operates, and could thereby adversely impact the revenues and results of operations of Lendlease. In particular, the emergence of the COVID-19 pandemic has become one of the biggest disruptors in the global economy, creating uncertainty and placing global economic and social resilience to the test. There is continued uncertainty as to the further impact of COVID-19 including in relation to governmental action, potential taxation changes, work stoppages, lockdown, quarantines, travel restrictions and the adverse impacts on the global economy and share markets.

The potential effects of the COVID-19 pandemic on Lendlease's business include, but are not limited to, the shutdown of Lendlease construction sites, renegotiation of claims in relation to Lendlease's existing projects and contractual arrangements, interruptions to demand and supply chains globally, solvency issues experienced by certain counterparties to Lendlease's contractual arrangements, short to medium-term impact on development projects, longer-term impacts on the development pipeline of Lendlease's development projects, impacts on rental revenue in relation to Lendlease's property investments, impacts on the valuation of assets, employee liabilities, delays in planned or potential divestment of assets or businesses by Lendlease and changes to employee working arrangements, which may impact on Lendlease's operating and financial position and performance.

The events relating to COVID-19 have also resulted in market falls and volatility including in the prices of securities trading on ASX and on other foreign securities exchanges. Adverse changes in global equity or credit market conditions as a result of the uncertainty and downturn in economic conditions arising from the COVID-19 pandemic may also adversely affect Lendlease.

As the COVID-19 pandemic is ongoing and evolving, there is no assurance that Lendlease will not in the future experience more severe disruptions in the event that more stringent quarantine measures are imposed or if the COVID-19 pandemic becomes more severe or protracted. This could in turn cause further deterioration in investor confidence, the business, results of operations, financial conditions, and prospects of Lendlease. The actual extent of the COVID-19 pandemic and its impact on the domestic, regional and global economy remains uncertain, and the extent of the impact on Lendlease's business, results of operations, financial condition and prospects will depend on, among other things, the duration of the COVID-19 pandemic and the severity of the actual impacts of COVID-19 to the global economy.

#### *Insurance*

Lendlease purchases a suite of insurances that provide a degree of protection for its assets, liabilities and people. Such policies include coverage relating to material damage to assets, contract works, business interruption, fraud, general and professional liability and workers' compensation. There are, however, certain risks which are uninsurable (for example, nuclear, chemical or biological incidents) or risks where the deductibles may be higher, breadth of cover reduced and/or the limits lower (such as from cyclones and earthquakes). The ability to recover under its insurance policies, including for

the impacts of COVID-19, is uncertain. Additionally, Lendlease may face risks associated with the financial strength of its insurers to meet their indemnity obligations when called upon which may adversely affect earnings. While Lendlease maintains insurance coverage and its own captive insurers, it is involved in a number of claims where insurance coverage is yet to be determined, which may adversely affect Lendlease's assumed outcome position.

#### *Accounting and provisions*

In accordance with applicable accounting standards, Lendlease is required to make judgements and estimates that affect amounts reported in its consolidated financial statements or otherwise announced to the market. In determining and applying accounting policies, judgement is often required in respect of items where the choice of a specific policy, accounting estimate or assumption to be followed could have material impact, including in relation to provisions or estimates for expected losses. There is a risk that these judgements and estimates may be incorrect or that over time the valuations of the assets and liabilities develop differently to the judgements or estimates, which could adversely affect the Group's financial position.

#### *Regulation and taxation*

Lendlease is subject to a range of industry specific and general legal and regulatory controls. These include environmental and planning laws, which apply to development and construction activity; workplace health and safety regulations, which affect the carrying out of Lendlease's business activities; employee relations regulations, which affect Lendlease's dealings with employees; financial services regulations, which affect Lendlease's investment management activity; and competition laws, which apply to Lendlease's general conduct of its business, including acquisitions and divestments.

If Lendlease fails to comply with necessary laws or regulations, it may be subject to stop work orders, fines, penalties and requirements to pay compensation for damages as well as reputational damage. Clean up and remediation orders may also be made under environmental legislation requiring Lendlease to remediate environmental damage to property it owns or controls. Such orders may impose significant cost, and may be made whether or not Lendlease was responsible for the pollution or other environmental damage it is required to rectify.

Further, changes in laws and regulations can adversely affect Lendlease's financial position and performance, by directly or indirectly reducing income or asset values, and increasing or imposing additional costs.

In addition, corruption and bribery have been the subject of increasing regulatory focus in recent years particularly in Australia, the United Kingdom, the United States, and other jurisdictions in which Lendlease and the providers of debt and equity capital to Lendlease operate. Whilst Lendlease has policies which mandate compliance with anti-bribery laws, if it was found to be in violation of such laws, Lendlease could be subject to criminal or civil penalties or, it may suffer reputational damage and the ability and willingness of investors to provide debt and equity capital to Lendlease could be adversely affected.

Changes in tax law (including in goods and services taxes and stamp duties), or changes in the way taxation laws are interpreted in the various jurisdictions in which Lendlease operates, may impact the tax liabilities of Lendlease. The laws governing the taxation of income from construction, property development and investments are subject to interpretational risk. Lendlease's activities and its position in relation to the application of taxation laws are regularly reviewed and audited by revenue authorities, both in Australia and abroad. Where Lendlease adopts an interpretation of taxation law which differs from the interpretation adopted by a revenue authority, and the authority's view is ultimately found to prevail, additional tax, interest and penalties may be imposed on

Lendlease. These additional taxes, interest and penalties could have a material impact on Lendlease's financial position.

Lendlease Trust is a managed investment trust and elected into the attribution regime for managed investment trusts in Australia effective 1 July 2016. Accordingly, Lendlease Trust is generally not liable for Australian income tax, including capital gains tax, provided Lendlease Trust attributes all of its taxable income to unitholders. Should the actions or activities of Lendlease cause Lendlease Trust to fall within the operative provisions of Division 6C of the Income Tax Assessment Act 1936 of the Commonwealth of Australia (the "ITAA"), Lendlease Trust may be taxed on its net income at a rate which is currently equivalent to the corporate income tax rate of 30 per cent. Management of the Lendlease Trust seeks to ensure that Division 6C of the ITAA will not apply. As a managed investment trust, Lendlease Trust distributions made to non-resident securityholders from an Exchange of Information country are eligible for a concessional withholding tax rate. If Lendlease Trust no longer qualifies as a managed investment trust, the concessional withholding tax rate for those non-resident securityholders would no longer apply.

#### *Singapore Taxation Risk*

Where more than half of the Notes issued (during the period up to 31 December 2023) under a tranche of the Programme by the relevant Issuer are distributed by certain prescribed companies, the Notes would be "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore, subject to the fulfilment of certain conditions more particularly described under the heading "*Singapore Taxation*". However, if the Notes are "qualifying debt securities" there is no assurance that the Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

#### *Counterparty/credit risk*

Counterparty risks may arise in circumstances where parties with which Lendlease has dealings experience financial difficulties or reputational issues with consequential adverse effects for the relevant projects or assets, which may impact on Lendlease's financial performance. For example:

- non-performance by counterparties may result in delays to projects and additional costs of securing replacement partners or products or amounts owed which may be unrecoverable;
- joint venture parties or other counterparties may have an issue in their business not connected to Lendlease which gives rise to a reputational impact which may have a consequential adverse effect on projects in which that entity and Lendlease are involved;
- purchasers may default on their purchase obligations resulting in the resale of those properties at a lesser amount; and
- insolvency or financial distress of its counterparties may have an adverse financial impact to Lendlease.

#### *Foreign currency*

With operations across a number of countries, Lendlease is exposed to movement in exchange rates (such as GBP, SGD, EUR and USD). The impact of this may not be able to be predicted reliably. There is a risk that changes in exchange rates could impact on transactions settled in foreign currency. The financial information in Lendlease's financial statements is presented in Australian dollars and changes in exchange rates could affect the value of foreign currency financial commitments, assets or liabilities which could have an adverse impact on Lendlease's financial position and performance.

## *Brexit*

A referendum on the United Kingdom's membership in the European Union (“EU”) was held on 23 June 2016 and resulted in a vote in favour of the withdrawal of the United Kingdom from the European Union (“Brexit”). As of 1 February 2020, the United Kingdom is no longer a member state of the EU. The withdrawal agreement includes a transition phase until 31 December 2020. Up to this point, the United Kingdom remains part of the EU internal market and the EU customs union. Furthermore, EU law continues to apply until the stated date. It is possible that it comes to a hard Brexit. The terms of Brexit may adversely affect economic activity, consumer and business spending, consumer and investment confidence levels, interest rates, exchange rates and property market conditions in the United Kingdom. Any economic disruption as a result of Brexit could have an adverse impact on the operating and financial performance of Lendlease’s business in the United Kingdom.

## *Litigation and disputes*

Lendlease’s business is focussed on property development, construction and investment management. The nature of such activities carries a heightened risk of disputes, and accordingly Lendlease is exposed to risk of legal proceedings, investigations and disputes in the ordinary course of its business. Lendlease is currently involved in a number of ongoing court proceedings, arbitration proceedings and disputes. These claims have arisen out of Lendlease’s general business activities, and include a shareholder class action, claims arising from businesses it has sold to third parties, claims made under construction and development contracts and disputes with government agencies.

Lendlease assesses the likely financial impact of each known claim and the extent to which that particular claim will be covered by insurance, and includes such provisions in the Group’s consolidated financial statements as the Board of Lendlease considers appropriate. However, due to uncertainties involved in assessing the outcome of these claims, there is a risk that these provisions may be inadequate. If this occurs, these claims may have an adverse effect on the financial position of Lendlease.

## *Risk management and IT systems risk*

Lendlease relies on internal risk management control systems to appropriately manage various risks to which its business is subject. Whilst there is segregation in hierarchy within the risk management systems and processes, there is a risk that these systems will prove ineffective due to human error, fraud or inadequate processes across its operations. Depending on the nature and scale of a failure to maintain or update and implement an appropriate risk management system, such failures could have an adverse effect on Lendlease’s operations and as a consequence the losses to Lendlease may be significant.

Lendlease’s operations are also dependent on the reliability and availability of its IT infrastructure networks. Lendlease’s IT systems may be vulnerable to a variety of interruptions due to events that may be beyond its control, including, but not limited to, natural disasters, terrorist attacks, telecommunication failures, computer viruses, hackers and other security issues. Any disruptions in an IT network which Lendlease use or unexpected system or computer network interruptions could disrupt Lendlease’s operations and consequently its overall profitability.

## *Cyber and information security risk*

Lendlease may be affected by threats and vulnerabilities in connection with its information systems, control systems or communications systems, or by any consequences of unauthorised access to or

the use, disclosure, degradation, interruption, modification or destruction of its information or information systems, including the consequences of acts of terrorism.

Lendlease has implemented a strategy for managing potential risks which is regularly reviewed to reflect changes to relevant legislation and security events such as breaches and online hacking attempts. It also takes reasonable measures designed to guarantee secure usage of information and communications systems and other cyber-assets, bolstering detection, prevention, defence and response capacities to counter cyberattacks commensurate for a property and construction business such as Lendlease.

Despite the implementation of these prevention, detection and response capabilities, Lendlease may not be able to prevent a breach or disruption of the security of its information technology infrastructure platform or data warehouse. Any security breach or cyber-attack in Lendlease's information technology infrastructure platform, collection systems or data warehouse, or any temporary or permanent failure in these systems, could disrupt its operations or result in breaches of privacy and other regulations. Any of these developments could hinder or prevent Lendlease from using its information technology infrastructure platform, collection systems or data warehouse as part of the Group's business and could have an adverse effect on its business, results of operations or financial condition and the performance by the Issuer of its obligations under the Notes. Any of these developments may also give rise to breach of regulations and associated financial penalties.

#### *Insolvency*

The obligations of the Issuers in respect of the Notes and of the Guarantors in respect of the Guarantee, and the ability of the Trustee and the Noteholders to enforce those obligations, will be subject to the insolvency laws of the jurisdictions in which the relevant Issuers and Guarantors are organised and operate. These include Australia and, in the case of Lendlease Europe Finance PLC, the United Kingdom and, in the case of Lendlease (US) Capital Inc., the State of Delaware (the laws of which include the federal laws of the United States as applicable therein). Insolvency laws differ in different jurisdictions and accordingly the insolvency laws which apply to a particular Issuer or Guarantor may be different to the insolvency laws in an investor's own jurisdiction or with which an investor is otherwise familiar. In addition, under the laws of Australia, there is no prescribed insolvency regime which applies to trusts such as the Lendlease Trust and accordingly the realisation and distribution of the assets of a trust in a winding up depends on the application of the constitution of the trust and general principles of trust law and equity and, to the extent the trustee itself is insolvent, the application of the insolvency laws applicable to the trustee to the extent of its beneficial interest in the trust assets (generally being its right of indemnity out of those assets in respect of trust liabilities). Accordingly, outcomes in the winding up of the Lendlease Trust may differ from the position that would apply if it was a company incorporated under the Australian Corporations Act.

#### *Ranking of claims*

The Notes are unsecured obligations of the relevant Issuers and the Guarantee is an unsecured obligation of the relevant Guarantors.

Although the terms and conditions of the Notes restrict the Issuers and the Guarantors granting security to secure other Financial Indebtedness (as defined in the Terms and Conditions of the Notes), there is no restriction on the Issuers or Guarantors granting security to secure other obligations. In addition, the restrictions on granting security to secure other Financial Indebtedness is subject to various exceptions (see Condition 4 (*Negative Pledge*)). To the extent such security was granted, the obligations secured thereby would rank ahead of the Notes and the Guarantee in recourse to the assets subject to such security.

To the extent that assets are held by Subsidiaries of the Principal Guarantors other than the Issuer, the Principal Guarantors and the Subsidiary Guarantors, those assets would only be available to meet claims of Noteholders after the satisfaction of all liabilities of such subsidiaries (and of any intermediate holding entity) and the return of any surplus assets as equity to the holding company of the Subsidiary that is a Guarantor. There is no restriction on the liabilities that may be incurred by Subsidiaries that are not Guarantors and such liabilities, including trade and other payables and resident liabilities, may be material.

Lendlease RE has entered into and provided its guarantee in its capacity as trustee of the Lendlease Trust. The assets of the Lendlease Trust (as reflected in the financial statements of the Group) are only available to meet liabilities in respect of which such Lendlease RE has a right to be indemnified out of such assets. Lendlease RE will only have a right to be indemnified out of the assets of the Lendlease Trust in respect of its liabilities under the Guarantee to the extent that such liabilities are properly incurred (although the Board of directors of Lendlease RE has resolved that the giving of such guarantee is for the benefit of the members of the Lendlease Trust and as such constitutes the proper performance of its obligations as trustee of the specified trust). Furthermore, Lendlease RE's right of indemnity may be lost if it commits a breach of trust. In such circumstances the assets of the Lendlease Trust may only be available to satisfy claims under the Guarantee upon the Lendlease RE first rectifying such breach of trust.

#### *Reliance on the Guarantee*

The Notes are guaranteed pursuant to the Guarantee. The Issuers have minimal assets other than cash deposits and its loans to other members of the Group and most of the assets of the Group are also held by Group members other than the Principal Guarantors. If any or all of the Guarantors' financial condition deteriorates, it is possible that the relevant Issuer may not have access to the resources or liquidity to pay the amounts required under the Notes and the Guarantors, individually or collectively, may not have the financial resources or liquidity to pay the amounts required under the Guarantee. Consequently, investors in the Notes may suffer direct and materially adverse consequences.

Potential investors should be aware that new Guarantors may be added and Guarantors other than the Issuers and Principal Guarantors may be released in accordance with the Trust Deed and Condition 3.2 (*Status of the Guarantee*) of the Notes.

#### **Factors which may be material for the purpose of assessing the market and other risks associated with Notes issued under the Programme**

##### *U.S. Foreign Account Tax Compliance Withholding*

Solely with respect to Notes issued by Lendlease (US) Capital Inc., pursuant to sections 1471 through 1474 of the Code, commonly known as the Foreign Account Tax Compliance Act (“**FATCA**”), a 30 per cent. withholding tax (“**FATCA withholding**”) may be imposed on certain payments to investors or to certain foreign financial institutions, investment funds and other non-US persons receiving payments on an investor's behalf if the investor or such persons fail to comply with certain information reporting requirements. Payments of interest that investors receive in respect of the Notes issued by Lendlease (US) Capital Inc. could be affected by this withholding if investors are subject to the FATCA information reporting requirements and fail to comply with them or if the investor holds Notes through a non-US person (e.g., a foreign bank or broker) that fails to comply with these requirements (even if payments to the investor would not otherwise have been subject to FATCA withholding). Investors should consult their own tax advisors regarding the relevant US law and other official guidance on FATCA withholding.

For the avoidance of doubt, neither the Issuers nor the Guarantors will pay any additional amounts in respect of FATCA withholding. If such withholding applies, an investor would receive



significantly less than the amount that such investor would have otherwise received with respect to its Notes. Depending on an investor's circumstances, the investor may be entitled to a refund or credit in respect of some or all of this withholding. However, even if the investor is entitled to any such withholding refund, the required procedures could be cumbersome and significantly delay the investor's receipt of any amounts withheld.

#### *Common Reporting Standard*

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (CRS) will require certain financial institutions to report information regarding certain accounts to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed the CRS Competent Authority Agreement may provide this information to other jurisdictions that have signed the CRS Competent Authority Agreement.

#### *The proposed financial transactions tax ("FTT")*

The European Commission has published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**").

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issue and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State.

A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

If the proposed Directive or any similar tax were adopted, transactions in the Notes could be subject to higher costs, and the liquidity of the market for the Notes may be diminished. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

#### *The Notes may not be a suitable investment for all investors*

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

*Notes subject to optional redemption by the Issuer*

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not be expected to rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

*Notes linked to "benchmarks" (including Floating Rate Notes)*

The Programme allows for the issuance of Notes that reference certain interest rates or other types of rates or indices which are deemed to be "benchmarks", including the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and BBSW, in particular with respect to certain floating rate Notes where the Reference Rate (as defined in the Conditions) may be LIBOR, EURIBOR, BBSW or another such benchmark. The Pricing Supplement for Notes will specify whether LIBOR, EURIBOR, BBSW or another such benchmark is applicable.

Benchmarks are the subject of ongoing national and international regulatory reform. Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted.

The EU Benchmarks Regulation ("**BMR**") was published in the official journal on 29 June 2016 and has applied since 1 January 2018 (with the exception of provisions specified in Article 59 (mainly on critical "benchmarks") that came into effect from 30 June 2016).

The BMR could have an adverse impact on any Notes linked to LIBOR, EURIBOR or another "benchmark" rate or index, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the BMR, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the "benchmark". In addition, the BMR stipulates that each administrator

of a “benchmark” regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators of certain “benchmarks” will fail to obtain a necessary licence, preventing them from continuing to provide such “benchmarks”. Other administrators may cease to administer certain “benchmarks” because of the additional costs of compliance with the BMR and other applicable regulations, and the risks associated therewith.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the disappearance of certain “benchmarks”. Uncertainty about the future of “benchmarks”, any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have an adverse effect on the value of, and return on, any Notes linked to a “benchmark” and the trading market for such Notes.

On 27 July 2017, the Chief Executive of the Financial Conduct Authority, which regulates LIBOR, announced that it intends to stop persuading or compelling banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is impossible to predict whether, and to what extent, banks will continue to provide LIBOR submissions to the administrator of LIBOR.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the BMR or any of the international or national reforms in making any investment decision with respect to any Notes referencing a benchmark.

The Conditions and the Euro Agency Agreement provide for certain fallback arrangements in the event that a published benchmark, such as LIBOR or EURIBOR, becomes unavailable. Investors should be aware that, if LIBOR or EURIBOR were discontinued or otherwise unavailable, the rate of interest on Notes which reference LIBOR or EURIBOR will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the LIBOR or EURIBOR rate is to be determined under the Conditions or the Euro Agency Agreement, this may (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations for the LIBOR or EURIBOR which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR or EURIBOR was available. Further, the potential elimination of LIBOR or any other benchmark, or changes in the manner in which LIBOR or any other benchmark is administered, could result in discrepancies in the rates calculated according to the Conditions and the Euro Agency Agreement and those based on any substitute or alternate benchmark that has become the market standard by or after 2021. Any of the foregoing could have an adverse effect on the value, marketability or liquidity of, and return on, any Notes which reference LIBOR or EURIBOR or any such benchmark.

#### *Index Linked Notes and Dual Currency Notes*

An Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”). In addition, an Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest or less interest than expected;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

#### *Partly-paid Notes*

An Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of his Notes could result in such investor losing all of his investment.

#### *Variable rate Notes with a multiplier or other leverage factor*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

#### *Inverse Floating Rate Notes*

Inverse Floating Rate Notes may have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

#### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the relevant Issuer has the right to effect such a conversion, this may affect the secondary market and the market value of the Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than prevailing spreads on

comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

#### *Notes issued at a substantial discount or premium*

The market values of securities issued at a substantial discount or premium from their principal may fluctuate more in relation to general changes in interest rates than conventional interest-bearing securities. The longer the remaining term of the securities, the greater the price volatility that may be experienced as compared to conventional interest-bearing securities with comparable maturities.

#### *Modification, waivers and substitution*

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may (but is not obliged to), without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification (except as mentioned in the Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or the Trust Deed or the Australian Deed Poll or any other document, or (ii) determine that any Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do; or may agree, without any such consent as aforesaid, and whether or not it would be so materially prejudicial to do so, to any modification to the provisions of the Notes or the Trust Deed or the Australian Deed Poll or any other document which in the opinion of the Trustee is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. The Trustee may (but is not obliged to) also, without the consent of Noteholders, and without regard to the interests of particular Noteholders, agree to the substitution of another company as principal debtor under any Notes in place of the relevant Issuer in the circumstances described in Condition 15 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

#### *Change of law*

The Trust Deed and Terms and Conditions of the Notes (other than the AMTNs) are governed by English law. The Australian Deed Poll and the Terms and Conditions of the AMTNs are governed by New South Wales law. No assurance can be given as to the impact of any possible judicial decision or change to English law or New South Wales law or administrative practice after the date of this Offering Circular or the issue of any Notes and any such change could materially adversely impact the value of any Notes affected by it.

#### *Notes where denominations involve integral multiples: definitive Notes*

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination (as described in the applicable Pricing Supplement) plus one or more higher integral multiples of another smaller amount, it is possible that interests in such Notes may be traded through the Clearing Systems in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If such Notes in definitive form are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

#### *Trustee's actions*

In certain circumstances (including, without limitation, the giving of notice to the Issuers and the Guarantors and the taking of enforcement action against the Issuers and the Guarantors pursuant to Condition 10 (*Events of Default and Enforcement*)), the Trustee may (at its sole discretion) request the Noteholders to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes actions on behalf of the Noteholders. The Trustee shall not be obliged to take any such actions if not indemnified and/or secured and/or pre-funded to its satisfaction. Even if the Noteholders agree to indemnify and/or provide security and/or pre-funding to the Trustee, the time taken to agree the indemnity and/or security and/or pre-funding may impact on when such actions are taken.

The Trustee may decline to take action requested by the Noteholders, notwithstanding the provision of an indemnity and/or security and/or pre-funding to it, where it is not satisfied that the action is permitted by the terms of the Trust Deed or applicable law or that such action may expose it to liability, and in such circumstances, to the extent permitted by the Trust Deed and the applicable law, it will be for the Noteholders to take such actions directly.

#### *The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes may generally be expected to have a more limited secondary market and more price volatility than conventional debt securities.

#### *Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes and the Guarantors will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer or the Guarantors to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### *Interest rate risks*

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

*Credit ratings may not reflect all risks*

One or more independent credit rating agencies have assigned or may assign credit ratings to the Issuer, the Guarantors or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn at any time. Lendlease may decide not to maintain all its credit ratings.

*Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

*Risks relating to unaudited interim financial statements deemed incorporated by reference*

Any published unaudited interim financial statements of the Group (whether prepared on a consolidated or a non-consolidated basis) which are, from time to time, deemed to be incorporated by reference in this Offering Circular will not have been audited by the auditors of the Group. Accordingly, there can be no assurance that, had an audit been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance on them.

## FORM OF PRICING SUPPLEMENT

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.*

[Date]

**[Lendlease Finance Limited/Lendlease Europe Finance PLC/Lendlease (US) Capital Inc.]**

(Company number: [·])

**and guaranteed by**

**Lendlease Corporation Limited**

**and**

**Lendlease Responsible Entity Limited**

**in its capacity as responsible entity of the Lendlease Trust**

**and**

**[Lendlease Finance Limited/Lendlease Europe Finance PLC/Lendlease (US) Capital Inc.]**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] (the "Notes") under the US\$2,000,000,000 Euro Medium Term Note Programme**

This document constitutes the Pricing Supplement relating to the issue of Notes described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the offering circular dated [●] 2020 [, as supplemented by a supplement to the Offering Circular dated [date of supplement]] (the "**Offering Circular**"). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Offering Circular. Full information on the Issuer, the Principal Guarantors and the Subsidiary Guarantors and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

The Offering Circular is available for viewing during normal business hours and copies may be obtained from Lendlease Corporation Limited at its registered office at Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo New South Wales 2000, Australia.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date:*

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the offering circular dated [●] [as supplemented by the supplemental offering circular dated [●]] (together, the "**Original Offering Circular**"). Full information on the Issuer, the Principal Guarantors, the Subsidiary Guarantors and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement, the Original Offering Circular and the Offering Circular dated [●] 2020 [and the Supplemental Offering Circular dated [●]] (together, the "**Offering Circulars**"). Copies of such Offering Circulars are available for viewing during normal business hours and copies may be obtained from Lendlease Corporation Limited at its registered office at Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo New South Wales 2000, Australia. This document constitutes the Pricing Supplement of the Notes described herein and must be read in



conjunction with the Offering Circulars, save in respect of the Conditions which are extracted from the Original Offering Circular and are attached hereto.]

[The Notes are AMTNs as referred to in the Conditions.]

**[MiFID II product governance / Professional investors and ECPs only target market]** —Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

**[PRIIPs REGULATION - PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS]** —The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”) or in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]

[In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]<sup>1</sup>

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to (if proceeds of issue are accepted in United Kingdom) be £100,000 or its equivalent in any other currency.]*

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<sup>1</sup> For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

1. Issuer: [Lendlease Finance Limited/Lendlease Europe Finance PLC/Lendlease (US) Capital Inc.]
2. Principal Guarantors: Lendlease Corporation Limited  
Lendlease Responsible Entity Limited in its capacity as responsible entity of the Lendlease Trust
3. Subsidiary Guarantors: [Lendlease Finance Limited/Lendlease Europe Finance PLC/Lendlease (US) Capital Inc.]
- 4 (a) Series Number: [ ]  
(b) Tranche Number: [ ]  
  
*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*
5. Specified Currency or Currencies: [ ]
6. Aggregate Nominal Amount:  
(a) Series: [ ]  
(b) Tranche: [ ]
7. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
8. [Net] /[Gross] Proceeds: [ ] [(include net proceeds for listed issues if required by the stock exchange on which the Notes are listed.)]
9. (a) Specified Denominations: [ ]  
  
*(Note: where multiple denominations above €100,000 or equivalent are being used the following sample wording should be followed:*  
  
*"€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in*

*definitive form will be issued with a denomination above €199,000.")*

*(N.B. If an issue of Notes is (i) NOT admitted to trading on a European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Regulation the €100,000 or equivalent minimum denomination is not required.)*

(b) Calculation Amount: [ ] *(If only one Specified Denomination, insert the Specified Denomination.*

*If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*

10. (a) Issue Date: [ ]

(b) Interest Commencement Date: *[specify/Issue Date/Not Applicable]*

*(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*

11. Maturity Date: *[Fixed rate — specify date/*

*Floating rate — Interest Payment Date falling in or nearest to [specify month and year]]*

12. Interest Basis: *[[ ] per cent. Fixed Rate]*

*[Floating Rate]*

*[Zero Coupon]*

*[specify other]*

*(further particulars specified below)*

13. Redemption/Payment Basis: *[Redemption at par]*

- [Instalment]
- [specify other]
14. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/ Payment Basis]
15. Put/Call Options: [Investor Put]
- [Issuer Call]
- [(further particulars specified below)]
16. (a) Status of the Notes: [Senior]
- (b) Date Board approval for issuance of Notes obtained: [ ]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular Tranche of Notes)*
17. Method of distribution: [Syndicated/Non-syndicated]
18. Listing [[ ] (specify)/None]
19. Additional Tax considerations [[●] (specify)/None]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

20. Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum [payable [annually/ semi-annually/quarterly/other (specify)] in arrear] *(If payable other than annually, consider amending Condition 6)*
- (b) Interest Payment Date(s): [[ ] in each year up to and including the Maturity Date]/[specify other]

*(N.B. This will need to be amended in the case of long or short coupons)*

(c) Fixed Coupon [ ] per Calculation Amount  
Amount(s):

(d) Broken [ ] per Calculation Amount, payable on the  
Amount(s): Interest Payment Date falling [in/on] [ ]

(e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or *[specify other]*]

(f) Determination Date(s): [[ ] in each year] [Not Applicable]

*(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*

*N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration*

*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)*

(g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/*Give details*]

21. Floating Rate Note Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Specified Period(s)/Specified Interest Payment Dates: [ ]

(b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/*[specify other]*]

- (c) Additional Business Centre(s): [ ]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/*specify other*]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [ ]
- (f) Screen Rate Determination:
- Reference Rate: [ ]  
  
*(Either LIBOR, EURIBOR or other, although additional information is required if other — including fallback provisions in the Agency Agreement)*
  - Interest Determination Date(s): [ ]
  - Relevant Screen Page: [ ]  
  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (g) ISDA Determination:
- Floating Rate Option: [ ]
  - Designated Maturity: [ ]

- Reset Date: [      ]
- (h) Margin(s): [ +/- ] [      ] per cent. per annum
- (i) Minimum Rate of Interest: [      ] per cent. per annum
- (j) Maximum Rate of Interest: [      ] per cent. per annum
- (k) Day Count Fraction: [Actual/Actual (ISDA)

Actual/365 (Fixed)

Actual/365 (Sterling)

Actual/360

30/360

30E/360

30E/360 (ISDA)

*Other*]

*(See Condition 6 for alternatives)*

- (l) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [      ]

22. Zero Coupon Note Provisions: [Applicable/Not Applicable]

*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Accrual Yield: [ ] per cent. per annum
- (b) Reference Price: [ ]
- (c) Any other formula/basis of determining amount payable: [ ]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Condition 6 apply/specify other]  
*(Consider applicable day count fraction if not U.S. dollar denominated)*
23. Index Linked Interest Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Regulation and the requirements of Annex XII to the Prospectus Regulation will apply.)*
- (a) Index/Formula [give or annex details]
- (b) Calculation Agent [give name (and, if the Notes are derivative securities to which Annex XII of the Prospectus Regulation applies, address)]
- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Paying Agent): [ ]



- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
- (e) Specified Period(s)/Specified Interest Payment Dates: [     ]
- (f) Business Day Convention *[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]*
- (g) Additional Business Centre(s): [     ]
- (h) Minimum Rate of Interest: [     ] per cent. per annum
- (i) Maximum Rate of Interest: [     ] per cent. per annum
- (j) Day Count Fraction [     ]
24. Dual Currency Interest Note Provisions: *[Applicable/Not Applicable]*  
*(if not applicable, delete the remaining subparagraphs of this paragraph)*  
  
*(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Regulation and the requirements of Annex XII to the Prospectus Regulation will apply.)*
- (a) Rate of Exchange/method of calculating Rate of Exchange *[give or annex details]*
- (b) Calculation Agent, if any, responsible for [     ]

calculating the principal  
and/or interest due

- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
- (d) Person at whose option Specified Currency(ies) is/are payable: [ ]

## PROVISIONS RELATING TO REDEMPTION

25. Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [ ]
- (ii) Maximum Redemption Amount: [ ]
- (d) Notice period (if other than as set out in the Conditions): [ ]
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as*

*between the Issuer and the Principal Paying Agent or the Trustee)*

26. Investor Put: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[ ] per Calculation Amount/specify other/ see Appendix]
- (c) Notice period (if other than as set out in the Conditions): [ ]
- (N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or the Trustee)*
27. Final Redemption Amount: [[ ] per Calculation Amount/specify other/ see Appendix]
28. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7.6): [[ ] per Calculation Amount/specify other/ see Appendix]

## **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

29. Form of Notes: [Bearer Notes<sup>2</sup>]

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<sup>2</sup> Notes issued by Lendlease (US) Capital Inc. may only be issued in registered form.

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]]]

[Registered Notes:

[Registered Global Note (US\$[ ] nominal amount) registered in the name of a nominee company of the common depositary for Euroclear and Clearstream, Luxembourg]]

*(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time at the request of the Issuer options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 7 includes language substantially to the following effect: "€100,000 and integral multiples of € 1,000 in excess thereof up to and including €199,000)." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes or a Global Permanent Note exchangeable for Definitive Notes.)*

[AMTNs: The Notes are AMTNs and will be issued in registered uncertificated form, constituted by the Australian Deed Poll and will take the form of entries in the Australian Register.]

30. Additional Financial Centre(s) or other special provisions relating to Payment Days:

[Not Applicable/give details]

*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 19(c) and 21(g) relates)*

31. Talons for future Coupons or Receipts to be attached to Definitive Notes in bearer form (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
32. Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable/*give details*]
- (b) Instalment Date(s): [Not Applicable/*give details*]
33. Redenomination applicable: Redenomination [not] applicable
- [(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))]*
34. Other final terms: [Not Applicable/*give details*]
35. Ratings: [*Give details*]
36. Governing law: [English] / [New South Wales]

## **DISTRIBUTION**

37. (a) If syndicated, names of Managers: [Not Applicable/*give names*]
- (b) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
38. If non-syndicated, name of relevant Dealer(s): [Not Applicable/*give name*]
39. United States Selling Restrictions: Regulation S Category 2; TEFRA D/TEFRA C/TEFRA not applicable
40. Additional selling restrictions: [Not Applicable/*give details*]
- (To consider relevant jurisdictions)*

41. Approved Jurisdictions (marketing in EU member states only):
- [Belgium]
  - [France]
  - [Germany]
  - [Italy]
  - [Luxembourg]
  - [Netherlands]
  - [Portugal]
  - [Spain]
  - [Sweden]
  - [Switzerland]
  - [United Kingdom]
42. Private Bank Rebate: [Applicable/Not Applicable]

#### **[PURPOSE OF PRICING SUPPLEMENT**

This Pricing Supplement comprise the final terms required for issue and admission to trading on Singapore Exchange Securities Trading Limited of the Notes described herein pursuant to the US\$2,000,000,000 Euro Medium Term Note Programme of Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital Inc.]

#### **OPERATIONAL INFORMATION**

ISIN Code: [ ]

Common Code: [ ]

Legal Entity Identifier (LEI):

- [Lendlease Finance Limited:  
5493002EE2IQRQ3JUP44]
- [Lendlease Europe Finance PLC:  
5493002DM420BXGOTQ52]
- [Lendlease (US) Capital Inc.:  
549300LKUJW5S3A61X58]

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any) [●]

Ratings: [The Notes to be issued will not be rated/The Notes to be issued have been rated [●]:]

*(The above disclosure should reflect the rating allocated to Notes.)*

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of [Lendlease Finance Limited/Lendlease Europe Finance PLC/Lendlease (US) Capital Inc.]

By: .....

*Duly authorised*

Signed on behalf of the Guarantors

By: .....

*Duly authorised*

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note (as defined below) and endorsed on or attached to or (if permitted by the relevant stock exchange or other relevant authority (if any)) incorporated by reference in each definitive Note and which will apply to the AMTNs (as defined below). The applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Pricing Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. In the case of AMTNs, a copy of the applicable Pricing Supplement in relation to the relevant Tranche of Notes will be kept with the Australian Register (as defined below). Reference should be made to “**Form of the Notes**” for a description of the content of Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by Lendlease Finance Limited or Lendlease Europe Finance PLC or Lendlease (US) Capital, Inc. (together, subject as provided below, the “**Issuers**” and each, an “**Issuer**”) constituted by (other than in the case of AMTNs) an amended and restated Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the “**Trust Deed**”) dated 10 October 2018 made between the Issuers, Lendlease Corporation Limited (“**LLC**”) and Lendlease Responsible Entity Limited in its capacity as responsible entity of the Lendlease Trust (“**Lendlease RE**”), each as principal guarantors (together, subject as provided below, the “**Principal Guarantors**”, and each a “**Principal Guarantor**”) and Lendlease Finance Limited, Lendlease Europe Finance PLC and Lendlease (US) Capital, Inc. as subsidiary guarantors (together, subject as provided below, the “**Subsidiary Guarantors**” and each a “**Subsidiary Guarantor**”, and the Subsidiary Guarantors together with the Principal Guarantors, the “**Guarantors**”, and each a “**Guarantor**”) and The Bank of New York Mellon, London Branch as trustee (the “**Trustee**”, which expression shall include any successor as Trustee).

AMTNs are registered uncertificated (or inscribed) notes which are constituted by a deed poll (as amended or supplemented as at the Issue Date) (the “**Australian Deed Poll**”) dated 10 October 2018 made by Lendlease Finance Limited and the Guarantors in favour of the Trustee and the Noteholders in respect of the AMTNs. The original of the Australian Deed Poll and the Australian Agency Agreement is held by the Australian Registrar. The particular provisions of these Terms and Conditions (“**Conditions**”) relating to Certificates, Bearer Notes, Registered Notes (unless otherwise specifically noted or the context requires), Receipts (as referred to below), Coupons (as referred to below) and Talons (as referred to below) do not apply to AMTNs. References in these Conditions to “this Note” shall, in relation to AMTNs, mean each AMTN to which a Pricing Supplement applies.

In these Conditions, references to the “**Issuer**” shall be to the Issuer specified as such in the applicable Pricing Supplement and references to the “**Subsidiary Guarantors**” or the “**Guarantors**” shall exclude such Issuer. References herein to the “**Notes**” shall be references to the Notes of the Series of which this Note forms part only (and not all Notes which may be issued under the Programme) and shall mean (as specified in the applicable Pricing Supplement):

- (A) in relation to any Notes represented by a global Note (a “**Global Note**”), units of each Specified Denomination (as defined in the applicable Pricing Supplement) in the currency specified therein or, if none is specified, the currency in which the Notes are denominated (the “**Specified Currency**”);
- (B) any Global Note in bearer (temporary or permanent) form (a “**Bearer Global Note**”);
- (C) any Global Note in registered form (a “**Registered Global Note**”);
- (D) definitive Notes in bearer form (“**Definitive Bearer Notes**”, and together with Bearer Global Notes, the “**Bearer Notes**”) issued in exchange for a Bearer Global Note;



- (E) definitive Notes in registered form (“**Definitive Registered Notes**”, and together with Registered Global Notes, the “**Registered Notes**”), whether or not issued in exchange for a Registered Global Note; and
- (F) any Note in registered uncertificated form issued pursuant to the Australian Deed Poll (“**AMTNs**”).

In these Conditions, a reference to Bearer Notes or Registered Notes does not include AMTNs.

The Notes (other than AMTNs), the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an amended and restated Agency Agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) dated 10 October 2018 and made between the Issuers, the Guarantors, the Trustee, The Bank of New York Mellon, London Branch as principal paying agent (the “**Principal Paying Agent**”, which expression shall include any successor principal paying agent, and together with any additional or successor paying agent appointed under the Agency Agreement, a “**Paying Agent**”) and The Bank of New York Mellon SA/NV, Luxembourg Branch as transfer agent (the “**Transfer Agent**”, which expression shall include any additional or successor transfer agents appointed in accordance with the Agency Agreement) and as registrar (the “**Registrar**”, which expression shall include any successor registrar and together with the Paying Agents and the Transfer Agents, the “**Agents**”). An agency agreement (as amended or supplemented as at the Issue Date, the “**Australian Agency Agreement**”) dated 10 October 2018 has been entered into in relation to the AMTNs between Lendlease Finance Limited, the Guarantors, the Trustee and BTA Institutional Services Australia Ltd (the “**Australian Agent**”, which expression shall include any successor agent) as initial paying agent and BTA Institutional Services Australia Ltd as registrar (the “**Australian Registrar**”, which expression shall include any successor registrar). The Australian Registrar will maintain a register of holders of the AMTNs (the “**Australian Register**”). References in these Conditions to the Agent, the Paying Agent, the Registrar and the Register shall, in relation to AMTNs, be a reference to the Australian Agent, the Australian Registrar and the Australian Register (as the case may be).

Interest bearing definitive Bearer Notes (unless otherwise indicated in the applicable Pricing Supplement) have interest coupons (“**Coupons**”) and, if indicated in the applicable Pricing Supplement, talons for further Coupons (“**Talons**”) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts (“**Receipts**”) for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes and Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Pricing Supplement for this Note (or the relevant provisions thereof) is, other than in the case of AMTNs, attached to or endorsed on this Note and supplements these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the “**applicable Pricing Supplement**” are, other than in the case of AMTNs, to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note and, in the case of AMTNs, are to the Pricing Supplement applicable to the relevant AMTNs.

Any reference to “**Noteholders**” or “**holders**” in relation to any Notes shall mean, in the case of Bearer Notes, the holders of the Bearer Notes and, in the case of Registered Notes and AMTNs, the persons in whose name the Registered Notes or AMTNs, as the case may be, are registered, and shall, in relation to any Notes represented by a Global Note or a Registered Note, be construed as provided below. Any reference herein to “**Receiptholders**” shall mean the holders of the Receipts and any reference herein to “**Couponholders**” shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons. The Trustee acts for the benefit of the Noteholders, the Receiptholders and the Couponholders, in accordance with the provisions of the Trust Deed.

As used herein, “**Tranche**” means Notes which are identical in all respects (including as to listing and admission to trading) and “**Series**” means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates (if any) and/or Issue Prices; and (b) expressed to be consolidated and form a single series with such Tranche.

Copies of the Trust Deed and the Agency Agreement are available for inspection during normal business hours at the principal place of business in London for the time being of the Trustee, being as at the date of the Trust Deed at One Canada Square, London E14 5AL, United Kingdom and at the specified office of the Principal Paying Agent and, in the case of the Australian Deed Poll and the Australian Agency Agreement, at the specified office of the Australian Agent. Copies of the applicable Pricing Supplement are available for viewing at the registered office of LLC and the specified office of the Principal Paying Agent and, in the case of AMTNs, at the specified office of the Australian Agent and copies may be obtained from those offices during normal business hours save that, if this Note is an unlisted Note of any Series, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer, the Trustee and the Principal Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, and are bound by, all the provisions of the Trust Deed (and, in the case of the AMTNs, the Australian Deed Poll), the Agency Agreement (other than in the case of AMTNs) and the Australian Agency Agreement (in the case of AMTNs) and the applicable Pricing Supplements. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed (and, in the case of the AMTNs, the Australian Deed Poll) and the Agency Agreement (other than in the case of AMTNs) and the Australian Agency Agreement (in the case of AMTNs) and the applicable Pricing Supplement.

References herein to the United States are to the United States of America (including the States and the District of Columbia, its territories, and its possessions and any other areas subject to its jurisdiction).

Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that (other than in the case of AMTNs), in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and (other than in the case of AMTNs), in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail. In the case of AMTNs, in the event of inconsistency between the Australian Deed Poll and the Trust Deed, the Australian Deed Poll will prevail and in the event of inconsistency between the Australian Deed Poll or the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

## **1. FORM, DENOMINATION AND TITLE**

### **1.1 Form of Notes**

The Notes (other than AMTNs) may be in bearer form or in registered form as specified in the applicable Pricing Supplement and, in the case of definitive Bearer Notes, will be serially numbered, in the Specified Currency and the Specified Denomination(s). AMTNs may also be issued in registered uncertificated form pursuant to the Australian Deed Poll. Save as provided in Condition 2, Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and vice versa. AMTNs may not be exchanged for Bearer Notes or Registered Notes.

## 1.2 **Types of Notes**

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination or none of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

## 1.3 **Title**

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in the Register in accordance with the provisions of the Agency Agreement. Title to the AMTNs will pass upon registration of transfers in the Australian Register, which is to be maintained in accordance with the provisions of these Conditions and the Australian Agency Agreement. The Issuer, the Guarantors, the Paying Agents, the Trustee, the Registrar and the Transfer Agent will (except as ordered by a court of competent jurisdiction or as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon and any person in whose name a Registered Note is registered as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph. The Issuer, the Guarantors, the Australian Agent, the Trustee and the Australian Registrar will (except as ordered by a court of competent jurisdiction or as otherwise required by law) deem and treat any person in whose name an AMTN is registered as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

## 1.4 **Bearer Notes and Registered Notes**

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantors, the Paying Agents, the Trustee, the Registrar (in the case of Registered Notes) and the Transfer Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer or registered holder of the relevant Global Note shall be treated by the Issuer, the Guarantors, the Paying Agents, the Trustee, the Registrar and the Transfer Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions “**Noteholder**” and “**holder of Notes**” and related expressions shall (other than respect of AMTNs) be construed accordingly. In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Issuer, the Guarantors, the Trustee and each Agent may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think

fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the Issuer, the Guarantors, the Principal Paying Agent and the Trustee.

#### 1.5 **AMTNs**

In the case of AMTNs, the following provisions shall apply and shall prevail over the foregoing provisions of this Condition 1 in the event of any inconsistency.

AMTNs will be debt obligations of the Issuer constituted by the Australian Deed Poll and will take the form of entries in the Australian Register to be established and maintained by the Australian Registrar in New South Wales, or such other place specified in the applicable Pricing Supplement or as otherwise agreed by the Issuer with the Australian Registrar pursuant to the Australian Agency Agreement. The Issuer will arrange for the Australian Registrar to maintain the Australian Register so as to show at all times such details of the Noteholders and the AMTNs as are required to be shown on the Australian Register by or for the effective operation of these Conditions or by law or which the Issuer and Registrar determine should be shown in the Australian Register. Although AMTNs will not be constituted by the Trust Deed (instead being constituted by the Australian Deed Poll), AMTNs will have the benefit of the Trust Deed. The Agency Agreement is not applicable to AMTNs.

AMTNs will not be serially numbered. Each entry in the Australian Register constitutes a separate and individual acknowledgement to the Trustee on behalf of, and to, the relevant Noteholder of the indebtedness of the Issuer to the Trustee on behalf of, and to, the relevant Noteholder. The obligations of the Issuer in respect of each AMTN constitute separate and independent obligations which the Noteholder and the Trustee are entitled to enforce in accordance with (and subject to) these Conditions, the Trust Deed and the Australian Deed Poll. No certificate or other evidence of title will be issued by or on behalf of the Issuer to evidence title to an AMTN unless the Issuer determines that certificates should be made available or it is required to do so pursuant to any applicable law or regulation.

No AMTN will be registered in the name of more than four persons. AMTNs registered in the name of more than one person are held by those persons as joint tenants. AMTNs will be registered by name only, without reference to any trusteeship and an entry in the Register in relation to an AMTN constitutes conclusive evidence that the person so entered is the absolute owner of such Note, subject to rectification for fraud or error.

Title to an AMTN and all rights and entitlements arising by virtue of the Australian Deed Poll or the Trust Deed in respect of that AMTN vest absolutely in the registered owner of the AMTN, subject to rectification of the Australian Register for fraud or error, such that no person who has previously been registered as the holder of the AMTN has or is entitled to assert against the Issuer or the Australian Registrar or the registered holder of the AMTN for the time being and from time to time any rights, benefits or entitlements in respect of the AMTN.

In these Conditions, the expressions “**Noteholder**” and “**holder of Notes**” means, in respect of an AMTN, the person in whose name the AMTN is registered.

## 2. TRANSFERS OF REGISTERED NOTES

### 2.1 Transfers of interests in Registered Global Notes

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Registered Notes in definitive form or for a beneficial interest in another Registered Global Note only in the circumstances and authorised denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Trust Deed and the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee for a common depository of Euroclear and Clearstream, Luxembourg shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee for a common depository of Euroclear and Clearstream, Luxembourg or to a successor of Euroclear or Clearstream, Luxembourg or such successor's nominee.

### 2.2 Transfers of Registered Notes Generally

Registered Notes may not be exchanged for Bearer Notes or AMTNs. Bearer Notes may not be exchanged for Registered Notes or AMTNs. AMTNs may not be exchanged for Registered Notes or Bearer Notes.

Subject as provided in Condition 2.6 (*Closed Periods*), upon the terms and subject to the conditions set forth in the Trust Deed and the Agency Agreement, and subject to compliance with all applicable legal and regulatory restrictions, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the applicable Pricing Supplement). In order to effect any such transfer:

2.2.1 the holder or holders must:

- (A) surrender the Definitive Registered Note for registration of the transfer of the Definitive Registered Note (or the relevant part of the Definitive Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing; and
- (B) complete and deposit such other certifications as may be required by the Registrar or relevant Transfer Agent; and

2.2.2 the Registrar or, as the case may be, the relevant Transfer Agent must be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such regulations as the Issuer and the Registrar, may prescribe (such initial regulations being set out in Schedule 4 to the Agency Agreement), which may be changed by the Issuer with the prior written approval of the Registrar and the Trustee and by the Registrar with the prior written approval of the Issuer and the Trustee. Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations) authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by regular uninsured mail to such address as the transferee may

request, a new Definitive Registered Note of a like aggregate nominal amount to the Definitive Registered Note (or the relevant part of the Definitive Registered Note) transferred. In the case of the transfer of part only of a Definitive Registered Note, a new Definitive Registered Note in respect of the balance of the Definitive Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

### 2.3 Transfers of AMTNs:

- (i) AMTNs may be transferred in whole but not in part. Unless lodged in the clearance and settlement system (“**Austraclear System**”) operated by Austraclear Ltd (ABN 94 002 060 773) (“**Austraclear**”), AMTNs will be transferred by duly completed and (if applicable) stamped transfer and acceptance forms in the form specified by, and obtainable from, the Australian Registrar or by any other manner approved by the Issuer and the Australian Registrar. Each transfer and acceptance form must be signed by the transferor and transferee and be accompanied by such evidence (if any) as the Australian Registrar may require to prove the title of the transferor or the transferor’s right to transfer the AMTNs and that the form has been properly executed by both the transferor and transferee. Any such transfer will be subject to such reasonable regulations as the Issuer and the Australian Registrar may from time to time prescribe.
- (ii) AMTNs entered in the Austraclear System will be transferable only in accordance with the rules and regulations known as the Austraclear Regulations established by Austraclear (as amended or replaced from time to time) to govern the use of the Austraclear System (“**Austraclear Regulations**”). While an AMTN is lodged in the Austraclear System, neither the Issuer nor the Australian Registrar will recognise any such interest other than the interest of Austraclear as the Noteholder.
- (iii) Application for the transfer of AMTNs must be made by the lodgement of a transfer and acceptance form with the Australian Registrar.
- (iv) The transferor of an AMTN remains the Noteholder of that AMTN until the name of the transferee is entered in the Australian Register in respect of that AMTN.
- (v) AMTNs may only be transferred in or into Australia if (i) the aggregate consideration payable by the transferee at the time of transfer is at least A\$500,000 (or the equivalent in another currency, in either case, disregarding moneys lent by the transferor or its associates) or the offer or invitation giving rise to the transfer otherwise does not constitute an offer or invitation for which disclosure is required to be made to investors in accordance with Part 6D.2 or Part 7.9 of the *Corporations Act 2001* (Commonwealth of Australia) (“**Australian Corporations Act**”), (ii) the transferee is not a “retail client” as defined in section 761G of the Australian Corporations Act and (iii) the transfer is in compliance with all applicable laws, regulations or directives (including, without limitation, the laws of the jurisdiction in which the transfer takes place).
- (vi) A transfer of AMTNs to an unincorporated association is not permitted.

- (vii) A person becoming entitled to an AMTN as a consequence of the death or bankruptcy of a Noteholder or of a vesting order or a person administering the estate of a Noteholder may, upon producing such evidence as to that entitlement or status as the Australian Registrar considers sufficient, transfer the AMTN or, if so entitled, become registered as the holder of the AMTN.
- (viii) Where the transferor executes a transfer of less than all AMTNs registered in its name, and the specific AMTNs to be transferred are not identified, the Australian Registrar may register the transfer in respect of such of the AMTNs registered in the name of the transferor as the Australian Registrar thinks fit, provided the aggregate principal amount of the AMTNs registered as having been transferred equals the aggregate principal amount of the AMTNs expressed to be transferred in the transfer.

#### 2.4 **Registration of transfer upon Partial Redemption**

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register the transfer of any Registered Note or AMTN, or part of a Registered Note or AMTN, called for partial redemption.

#### 2.5 **Costs of registration**

Transfers of the Notes will be registered without charge to the Noteholder, except for any costs or expenses of delivery of the relative new Definitive Registered Notes other than by regular uninsured mail and except that the Issuer or the Registrar may require evidence satisfactory to them that any stamp duty, stamp duty reserve tax, tax or other governmental charge that may be imposed in relation to the registration or transfer has been paid.

#### 2.6 **Closed Periods**

No Noteholder may require the transfer of a Registered Note or AMTN to be registered during the period of:

- 2.6.1 15 days ending on (and including) the due date for redemption of, or payment of any Instalment Amount in respect of, that Note; and
- 2.6.2 seven days ending on (and including) any Record Date (as defined in Condition 6.4 for Notes other than AMTNs and as defined in Condition 6.5.6 for AMTNs).

#### 2.7 **Exchange of Registered Notes Generally**

Holders of Definitive Registered Notes may exchange such Notes for interests in a Registered Global Note of the same type at any time.

### 3. **STATUS**

#### 3.1 **Status of the Notes**

The Notes and any related Receipts and Coupons are direct, unconditional, unsubordinated and, subject to the provisions of Condition 4 (*Negative Pledge*), unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and (save for certain obligations preferred by law) equally with all other unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

#### 3.2 **Status of the Guarantee**

- 3.2.1 The payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed or the Australian Deed Poll (as applicable) has been unconditionally and irrevocably guaranteed by the Guarantors in the Trust Deed on a joint and several basis (the "**Guarantee**"). The obligations of each Guarantor under the Guarantee are direct, unconditional,

unsubordinated and unsecured obligations of the Guarantor and rank (save for certain obligations preferred by law) equally with all other unsecured and unsubordinated obligations of the Guarantor, from time to time outstanding, subject in the case of Lendlease RE to the limitation set out in Condition 3.3 (*Capacity of Lendlease Responsible Entity Limited*). The obligations of Lendlease RE under the Guarantee are incurred solely in its capacity as responsible entity for the Lendlease Trust.

3.2.2 The Issuer and/or a Principal Guarantor may at any time cause a Subsidiary (and shall promptly cause any Subsidiary that has become a Group Guarantor) to become a Subsidiary Guarantor and a Guarantor by executing and delivering to the Trustee a Guarantee Assumption Trust Deed, in which case references to a “**Subsidiary Guarantor**” or a “**Guarantor**” shall (subject as provided below) include such person and the Issuer (failing which the Principal Guarantors) must cause such person to deliver any other document reasonably requested by the Trustee in relation to such accession within 30 days of such accession.

3.2.3 The Issuer and/or a Principal Guarantor may at any time deliver a notice to the Trustee and the Noteholders notifying them that a Guarantor (other than a Principal Guarantor, Lendlease Finance Limited, Lendlease Europe Finance PLC or Lendlease (US) Capital, Inc.) is to be released from the Guarantee under this Condition 3.2 (*Status of the Guarantee*) and clause 4 of the Trust Deed immediately or with effect from a time specified in such notice, if:

- (A) that Guarantor is not or will not be a Group Guarantor; and
- (B) no Event of Default is subsisting.

The Trustee must, if requested in writing by the Issuer or a Principal Guarantor confirm such release and such confirmation will be conclusive and binding on all the Noteholders.

The release of a Guarantor under this Condition 3.2 (*Status of the Guarantee*) and clause 4 of the Trust Deed takes effect immediately upon delivery of, or at such other time as is specified in, the notice referred to above and from such time references to a “Guarantor” or “Subsidiary Guarantor” shall exclude such person.

3.2.4 For the purposes of this Condition 3.2 (*Status of the Guarantee*):

(A) “**Group Guarantor**” means a Subsidiary of a Parent Guarantor that (other than an Issuer) that is a guarantor under and in respect of the Principal Finance Document; and

(B) “**Principal Finance Document**” means:

- (1) initially, the common provisions deed poll dated 19 December 2013 between each party listed in Schedule 1 of the deed poll (as an Initial Borrower), Lendlease Finance Limited (as the Borrowers’ Agent), each party listed in Schedule 2 of the deed poll (as an Initial Guarantor) and Commonwealth Bank of Australia (as CPDP Agent) (as may be supplemented, amended and / or amended and restated from time to time); or
- (2) if that document ceases to be in effect, such document from time to time determined by the board of Lendlease Corporation Limited to be the document governing the principal bank financing facility or facilities used for the general corporate funding purposes of the Group.



### 3.3 Capacity of Lendlease Responsible Entity Limited

- 3.3.1 Lendlease RE enters into the Trust Deed only in its capacity as responsible entity of the Lendlease Trust and in no other capacity. A liability arising under or in connection with the Trust Deed is limited to and can be enforced against Lendlease RE only to the extent to which it can be satisfied out of the assets of the Lendlease Trust out of which Lendlease RE is actually indemnified for the liability. Subject to Condition 3.3.3, this limitation of Lendlease RE's liability applies despite any other provision of the Trust Deed or the Notes and extends to all liabilities and obligations of Lendlease RE in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Trust Deed or the Notes.
- 3.3.2 The parties other than Lendlease RE may not sue Lendlease RE personally or in any capacity other than as responsible entity of the Lendlease Trust including seeking the appointment of a receiver (except in relation to the assets of the Lendlease Trust), a liquidator, an administrator or any similar person to Lendlease RE (except in relation to assets of the Lendlease Trust) or prove in any liquidation, administration or arrangement of or affecting Lendlease RE (except in relation to assets of the Lendlease Trust).
- 3.3.3 The provisions of this Condition 3.3 (*Capacity of Lendlease Responsible Entity Limited*) do not apply to any obligation or liability of Lendlease RE to the extent that it is not satisfied because under the Constitution or by operation of law there is a reduction in the extent of Lendlease RE's indemnification out of the assets of the Lendlease Trust, as a result of Lendlease RE's failure to properly perform its duties as trustee of the Lendlease Trust or as a result of Lendlease RE's fraud, negligence or breach of trust.
- 3.3.4 Lendlease RE is not obliged to enter into any commitment or obligation under the Trust Deed or the Notes unless Lendlease RE's liability is limited in the manner provided for in this Condition 3.3 (*Capacity of Lendlease Responsible Entity Limited*).

For the purposes of this Condition 3.3 (*Capacity of Lendlease Responsible Entity Limited*):

“**Constitution**” means the constitution of the Lendlease Trust dated 12 November 2009 as amended from time to time.

### 4. NEGATIVE PLEDGE

So long as any of the Notes remains outstanding:

- 4.1 neither the Issuer nor the Guarantors will, and each of LLC and Lendlease RE will ensure that none of their respective Subsidiaries will, create or have outstanding any mortgage, charge, lien, pledge or other security interest (each an “**Encumbrance**”), other than a Permitted Encumbrance, upon, or with respect to, any of its assets to secure any Financial Indebtedness (as defined below), unless, in the case of the creation of an Encumbrance, before or at the same time and, in any other case, promptly, it takes any and all action necessary to ensure that all amounts payable by it under the Notes, the Coupons and the Trust Deed or, as the case may be, the Guarantee, are secured by:
- 4.1.1 the same Encumbrance equally and rateably with the Financial Indebtedness to the satisfaction of the Trustee; or
- 4.1.2 such other Encumbrance or other arrangement (whether or not it includes an Encumbrance) as either:
- (A) the Trustee deems not materially less beneficial to the interests of the Noteholders; or

- (B) is approved by an Extraordinary Resolution (as defined in Schedule 3 of the Trust Deed).

4.2 For the purposes of this Condition 4 (*Negative Pledge*):

4.2.1 “**Financial Indebtedness**” means (without double counting) any indebtedness in respect of:

- (A) moneys borrowed;
- (B) any debenture, bond, note, loan stock or other debt security;
- (C) any acceptance credit, bill-discounting or note purchase facility or, for the purposes of Condition 10.1.3 only, documentary credit facility, bonding line or surety bond facility;
- (D) any deferred purchase price agreement in relation to any asset or service (excluding any such deferred purchase price agreement which provides for a deferred price of no more than 180 days, and excluding any other deferred purchase price agreement in respect of any asset or service entered into in the ordinary course of business);
- (E) any lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased;
- (F) any receivables sold or discounted (otherwise than on a non-recourse basis) primarily as a method of raising finance;
- (G) for the purposes of Condition 10.1.3 only, the net amount of any currency swap or interest rate swap, cap or collar arrangements or any other derivative instrument;
- (H) any amount raised under any other transaction having the commercial effect of a borrowing of money; or
- (I) any guarantee, indemnity or similar assurance against financial loss of any person arising under an obligation falling within (A) to (H) above;

4.2.2 “**Group**” means LLC and its Subsidiaries and Lendlease RE and its Subsidiaries;

4.2.3 “**Government Agency**” means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

4.2.4 “**Intangible Assets**” means all assets regarded as intangible under the generally accepted accounting principles in Australia;

4.2.5 “**Offering Circular**” means the offering circular specified in the applicable Pricing Supplement;

4.2.6 “**Permitted Encumbrance**” means:

- (A) an Encumbrance over an asset of a member of the Group which is in existence on the Issue Date and disclosed in the Offering Circular;
- (B) an Encumbrance arising under any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (C) an Encumbrance over an asset acquired by a member of the Group after the date of the Trust Deed being an Encumbrance which is in existence at the time the asset is acquired (and which was not created in contemplation of the asset being acquired);

- (D) an Encumbrance over an asset of a member of the Group which is created by operation of law and which arises in the ordinary course of business where there is no default with respect to the obligations secured by the Encumbrance or those obligations are being, or within a reasonable time after the judgement will be, appealed or otherwise contested in good faith or paid in full, including without limitation:
  - (1) an Encumbrance in favour of a Government Agency for unpaid rates and/or taxes; or
  - (2) a possessory lien for the unpaid balance of moneys owing for work, repairs, warehousing, storage, delivery or other services;
- (E) an Encumbrance which arises in respect of a judgement where the judgement is being, or will within a reasonable time after the judgement be, appealed or otherwise contested in good faith or paid in full;
- (F) an Encumbrance which consists of an easement, right of way, encroachment, reservation, restriction or condition on any real property interest where such Encumbrance does not materially interfere with or impair the operation or use of the property affected;
- (G) an Encumbrance which consists of minor defects or irregularities in title to any real property interest which does not materially interfere with or impair the operation or use of such property;
- (H) an Encumbrance which arises in respect of an asset acquired by a member of the Group in the ordinary course of business in favour of the seller by operation of law or by virtue of the retention or reservation of title over, that asset in favour of the seller until payment of the purchase price for that asset;
- (I) an Encumbrance over an asset of a company which becomes a member of the Group after the date of the Trust Deed, being an Encumbrance which is in existence at the time the company becomes a member of the Group (and which was not created in contemplation of that company becoming a member of the Group);
- (J) an Encumbrance granted by a member of the Group:
  - (1) in replacement of an existing Encumbrance granted by a member of the Group so long as the existing Encumbrance was permitted under these Terms and Conditions and so long as the replacement Encumbrance is limited to substantially the same assets as the existing Encumbrance that it is replacing; or
  - (2) in accordance with an obligation to grant such Encumbrance where the obligation to do so was entered into prior to the Issue Date, and where the obligation to provide the Encumbrance has been disclosed in the Offering Circular;
- (K) an Encumbrance given over an asset acquired by a member of the Group in the ordinary course of business for a period not exceeding 180 days to secure the purchase price of, or financial accommodation obtained for the purchase of, that asset;
- (L) an Encumbrance created over:
  - (1) an asset of a member of the Group which secures all or part of the costs of the acquisition, creation, construction, development,

maintenance or improvement (or any combination of the foregoing) of that asset; or

- (2) the shareholding of one member of the Group in another member of the Group (a “**Project Finance SPV**”) where the Project Finance SPV has no material assets other than those which are subject to an Encumbrance permitted by paragraph (L)(1) of this definition;
- (M) an Encumbrance created by a member of the Group over its interest in a joint venture and/or partnership (provided such interest does not constitute a controlling interest) to secure:
  - (1) its obligations under the joint venture or partnership to any other party to the joint venture or partnership;
  - (2) its obligations, or the obligations of the joint venture or partnership, or the obligations of any entity formed for the purpose of the joint venture or partnership, under any agreement relating to financial accommodation for the purposes of the joint venture or partnership; or
  - (3) its obligations, or the obligations of the joint venture or partnership, or the obligations of any entity formed for the purpose of the joint venture or partnership, under any other agreement or deed relating to the joint venture or partnership;
- (N) an Encumbrance created by one member of the Group in favour of another member of the Group;
- (O) an Encumbrance created over an asset of a member of the Group where the aggregate indebtedness of the Group secured by that Encumbrance (and each other Encumbrance granted under this paragraph (O)) does not exceed 10 per cent. of Total Tangible Assets of the Group;
- (P) an Encumbrance over an asset of a member of the Group which is subject to a sale and leaseback, hire purchase or other similar transaction to secure the obligations of a member of the Group under that transaction;
- (Q) any arrangement involving the deposit of documents of title in relation to an asset of a member of the Group or any other Encumbrance created over an asset of a member of the Group which secures obligations of a member of the Group under the sale or deferred sale of that asset, or any put or call option over that asset;
- (R) a flawed deposit or other similar arrangement;
- (S) an Encumbrance over an asset of a member of the Group to secure the obligations of a member of the Group under a securities lending arrangement or other similar arrangement where the Encumbrance is discharged within 90 days of its creation; and
- (T) any other Encumbrance not listed in paragraphs (A)-(S) above of this definition and which is permitted under the Principal Finance Document and does not secure Financial Indebtedness owing under the Principal Finance Document;

4.2.7 “**Principal Finance Document**” has the meaning given in Condition 3 (*Status*);

4.2.8 “**Subsidiary**” has the meaning given to it in section 9 of the Corporations Act (the “Corporations Definition”) but excludes, in relation to a Principal Guarantor, any

entity which is a Subsidiary of that Principal Guarantor under the Corporations Definition and which:

- (A) is an entity which that Principal Guarantor does not control for the purposes of section 50AA of the Corporations Act; or
- (B) is an entity which that Principal Guarantor is not required by the generally accepted accounting principles in Australia to consolidate in its consolidated financial statements.

For the purposes of this definition:

- (A) a trust may be a Subsidiary (and a unit or other beneficial interest in the trust is to be treated as a share accordingly); and
- (B) an entity is to be treated as a Subsidiary of a trust as if that trust were a corporation; and

4.2.9 **“Total Tangible Assets”** means in relation to the Group, the aggregate value of all assets (other than Intangible Assets) of the Group as reported in the most recent consolidated audited annual or unaudited half yearly financial statements of the Group.

## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

5.1.1 Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date (or such earlier date as may be fixed for redemption in accordance with the Conditions).

5.1.2 If the Notes are in definitive form, except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

5.1.3 Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form or AMTNs, the Calculation Amount,

and, in each case, multiplying the resulting product by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form or an AMTN is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation

Amount is multiplied to reach the Specified Denomination, without any further rounding.

5.1.4 As used in this Condition 5 (*Interest*):

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any period in accordance with this Condition 5.1 (*Interest on Fixed Rate Notes*):

- (A) if “**Actual/Actual (ICMA)**” is specified in the applicable Pricing Supplement:
- (1) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “**Accrual Period**”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period; and (II) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
  - (2) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (a) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (b) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period; and (y) the number of Determination Dates that would occur in one calendar year; and
- (B) if “**30/360**” is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and
- (C) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;

“**Determination Period**” means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on (but excluding) the first Determination Date falling after, such date);

“**Fixed Interest Period**” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date; and

“**sub unit**” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## 5.2 Interest on Floating Rate Notes and Index Linked Interest Notes

### 5.2.1 Interest Payment Dates

Each Floating Rate Note and Index Linked Interest Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur; or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2.1(B) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis*; or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

For the purposes of these Conditions, unless otherwise specified, “**Business Day**” means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Sydney, New York, London and each Additional Business Centre specified in the applicable Pricing Supplement; and
- (B) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (“**TARGET2**”) System (the “**TARGET2 System**”) is open.

### 5.2.2 **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

#### (A) **ISDA Determination for Floating Rate Notes**

Where “**ISDA Determination**” is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (i), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the “**ISDA Definitions**”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (2) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (3) the relevant Reset Date is either (a) if the applicable Floating Rate Option is based on the London interbank offered rate (“**LIBOR**”) or on the Euro-zone interbank offered rate (“**EURIBOR**”), the first day of that Interest Period or (b) in any other case, as specified in the applicable Pricing Supplement.

For the purposes of this subparagraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Interest shall be deemed to be zero.



(B) **Screen Rate Determination for Floating Rate Notes**

Where “**Screen Rate Determination**” is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Principal Paying Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Relevant Screen Page is not available or if, in the case of paragraph (1) above, no offered quotation appears or if, in the case of paragraph (2) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent. In the case of any AMTNs to which Screen Rate Determination is specified as applicable in the applicable Pricing Supplement, the applicable Pricing Supplement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, paragraph (1) applies and no such offered quotation appears on the Relevant Screen Page, or if paragraph (2) above applies and fewer than three such offered quotations appear, in each case as at the time specified above.

If on any Interest Determination Date one only or none of the Reference Banks provides the Principal Paying Agent with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Specified Time on the relevant Interest Determination Date,

deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London interbank market (if the Reference Rate is LIBOR), the Euro-zone interbank market (if the Reference Rate is EURIBOR), plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the London interbank market (if the Reference Rate is LIBOR), the Euro-zone interbank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

(C) **Bank Bill Rate Determination for AMTNs**

Where, in relation to an issue of AMTNs, Bank Bill Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant Bank Bill Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any).

For the purposes of this paragraph (C) “**Bank Bill Rate**”, for an Interest Period, means the Australian Bank Bill Swap Reference Rate administered by ASX Benchmarks Pty Limited (or any other person which takes over the administration of that rate) for tenor closest to the Interest Accrual Period as displayed on the “BBSW” page of the Bloomberg Screen (or any replacement Bloomberg page which displays that rate) on the first day of that Interest Period as determined by the Australian Agent.

However, if the rate is not displayed by 10.30 a.m. on that day, or if it is displayed but the Australian Agent determines that there is an obvious error in that rate, Bank Bill Rate means such other substitute or successor base rate that an Alternate Financial Institution appointed by the Calculation Agent (upon written direction of the Issuer) determines, in its sole discretion, is most comparable to the BBSW Rate and is consistent with industry accepted practices, which rate is notified in writing to the Calculation Agent (with a copy to the Issuer) by such Alternate Financial Institution. The rate determined by such Alternate Financial Institution and notified in writing to the Calculation Agent (with a copy to the Issuer) will be expressed as a percentage rate per annum and will be rounded up, if necessary, to the next higher one ten-thousandth of a percentage point (0.0001 per cent.).

As used in this Condition 5.2.2(C), “**Alternate Financial Institution**” means a bank or financial institution which is an Australian Prudential Regulatory Authority authorised deposit taking institution that is authorised to carry on banking business in Australia pursuant to the *Banking Act 1959* (Cth).

On the last day of each Interest Period, the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Pricing Supplement.

### 5.2.3 **Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2.2 (*Rate of Interest*) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of Condition 5.2.2 (*Rate of Interest*) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

### 5.2.4 **Determination of Rate of Interest and calculation of Interest Amounts**

The Principal Paying Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or the Calculation Agent (as the case may be) will calculate the amount of interest (the “**Interest Amount**”) payable in respect of each Specified Denomination on the Floating Rate Notes or Index Linked Interest Notes respectively, for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above)

for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*):

- (a) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (b) if “**Actual/365 (Fixed)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (c) if “**Actual/365 (Sterling)**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (d) if “**Actual/360**” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (f) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30;

- (g) if “**30E/360 (ISDA)**” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y1**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y2**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M1**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M2**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D1**” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February; or (ii) such number would be 31, in which case D1 will be 30; and

“**D2**” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30;

- (h) if “**RBA Bond Basis**” or “**Australian Bond Basis**” is so specified, means one divided by the number of Interest Payment Dates in a year or, where the relevant period does not constitute an Interest Period (“**Calculation Period**”):

(A) subject to paragraph (B), the actual number of days in the Calculation Period divided by 365; or

(B) if any portion of the Calculation Period falls in a leap year, the sum of:

(1) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and

(2) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365.

### 5.2.5 **Notification of Rate of Interest and Interest Amounts**

The Principal Paying Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer, the Trustee and any stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes or Index Linked Interest Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*). For the purposes of this Condition 5.2.5 (*Notification of Rate of Interest and Interest Amounts*), the expression “**Business Day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Sydney, London and New York City.

### 5.2.6 **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 (Interest on Floating Rate Notes and Index Linked Interest Notes), whether by the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee, shall (in the absence of wilful default or manifest error) be binding on the Issuer, the relevant Guarantors, the Trustee, the Paying Agents, the Calculation Agent (if applicable), the Registrar, the Transfer Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or manifest error) no liability to the Issuer, the relevant Guarantors, the Noteholders, the Receiptholders or the Couponholders shall attach to the Trustee, the Paying Agents, the Calculation Agent (if applicable), the Registrar or the Transfer Agents in connection with the exercise or non-exercise by any of them of their powers, duties and discretions pursuant to such provisions.

### 5.3 **Interest on Dual Currency Interest Notes**

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Pricing Supplement.

### 5.4 **Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

### 5.5 **Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- 5.5.1 the date on which all amounts due and payable in respect of such Note have been paid; and
- 5.5.2 such other date as is provided in the Trust Deed.

## 6. PAYMENTS

### 6.1 Method of payment

6.1.1 Subject as provided below:

- (A) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (B) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

6.1.2 Payments will be subject in all cases to:

- (A) any fiscal or other laws or regulations applicable thereto, but without limitation to the provisions of Condition 8 (*Taxation*); and
- (B) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of U.S. Internal Revenue Code of 1986 ("**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any fiscal or other laws and regulations applicable thereto in the place of payment, or any law implementing an inter-governmental approach thereto (collectively, "**FATCA Requirements**").

### 6.2 Presentation of Definitive Bearer Notes, Receipts and Coupons

6.2.1 Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of such Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the related Coupons, in each case at the specified office of any Paying Agent outside the United States.

6.2.2 Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with Condition 6.2.1. Payment of the final instalment will be made in the manner provided in Condition 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Definitive Bearer Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

6.2.3 Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) shall be presented for

payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

- 6.2.4 Upon any Fixed Rate Note in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.
- 6.2.5 Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A “*Long Maturity Note*” is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon, provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.
- 6.2.6 If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

### 6.3 **Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Bearer Notes represented by any Bearer Global Note will (subject as provided below in this Condition 6 (*Payments*)) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise in the manner specified in the relevant Bearer Global Note against presentation or surrender, as the case may be, of such Bearer Global Note at the specified office of any Paying Agent outside the United States. A record of each payment so made, distinguishing between any payment of principal and any payment of interest, will be made on such Bearer Global Note by the Paying Agent to which it was presented.

None of the Issuer, the relevant Guarantors, the Trustee, the Paying Agents, the Transfer Agents or the Registrar will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Bearer Global Notes or for maintaining, supervising or renewing any records relating to such beneficial ownership interests.

### 6.4 **Payments in respect of Registered Notes**

- 6.4.1 Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to



the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the “**Register**”) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date; and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (a) a holder does not have a Designated Account (as defined below); or (b) the principal amount of the Notes held by a holder is less than US\$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, “**Designated Account**” means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a “**Designated Bank**” and identified as such in the Register and Designated Bank means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

- 6.4.2 Payments of interest (other than interest due on redemption or the final instalment) and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not a Registered Global Note) will be made by a cheque in the Specified Currency drawn on a Designated Bank and mailed by regular uninsured mail on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date; and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a Business Day) before the relevant due date (the “**Record Date**”) at his address shown in the Register on the Record Date and at his risk or, if in global form, as may be otherwise specified in the Registered Global Note. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest or payment of an instalment in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and instalments of principal (other than the final instalment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.
- 6.4.3 Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque posted in accordance with this Condition 6.4 (*Payments in respect of Registered Notes*) arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the

Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

- 6.4.4 None of the Issuer, the relevant Guarantors, the Trustee, the Registrar, any Transfer Agent, any Calculation Agent or any Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

## 6.5 **Payments in respect of AMTNs**

- 6.5.1 Payments of principal and interest in respect of AMTNs will be made in Australian dollars to the persons registered in the Australian Register on the relevant Record Date (as defined below) as the holders of such AMTNs or (if so required by the Trustee by notice in writing following the occurrence of an Event of Default or Potential Event of Default (as defined in the Trust Deed) or following receipt by the Trustee of any money which it proposes to pay under clause 2.3 of the Trust Deed) to the Trustee. Payments to holders in respect of each AMTN will be made:
- (A) if the AMTN is held by Austraclear and entered in the Austraclear System, by crediting on the relevant Interest Payment Date, the Maturity Date or other date on which payment is due the amount then due to the account or accounts to which payments should be made in accordance with the Austraclear Regulations or as otherwise agreed with Austraclear; and
  - (B) if the AMTN is not held by Austraclear and entered in the Austraclear System, by crediting on the Interest Payment Date, the Maturity Date or other date on which payment is due, the amount then due to an account in Australia previously notified by the Noteholder(s) of the AMTN to the Issuer and the Australian Registrar.
- 6.5.2 Payment of an amount due in respect of an AMTN to the holder or otherwise in accordance with this Condition or to the Trustee discharges the obligation of the Issuer to all persons to pay that amount.
- 6.5.3 Payments will for all purposes be taken to be made when the Issuer or the Australian Agent gives irrevocable instructions for the making of the relevant payment by electronic transfer, being instructions which would be reasonably expected to result, in the ordinary course of banking business, in the funds transferred reaching the account to which the payment is to be made on the same day as the day on which the instructions are given.
- 6.5.4 If, following the application of Condition 6.7 (*Payment Days*), a payment is due to be made under an AMTN to an account on a Payment Day on which banks are not open for general banking business in the city in which the account is located, the Noteholder is not entitled to payment of such amount until the next Payment Day on which banks in such city are open for general banking business and is not entitled to any interest or other payment in respect of any such delay.
- 6.5.5 Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto but without prejudice to the provisions of Condition 8 (*Taxation*).
- 6.5.6 In these Conditions in relation to AMTNs, “**Record Date**” means, in the case of payments of principal or interest, close of business on the date which is the eighth calendar day before the due date for the relevant payment of principal or interest.

## 6.6 General provisions applicable to payments

- 6.6.1 The holder of a Note (or as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of such Note (or, in the case of Notes in global form, the Notes represented by such Global Note) and the Issuer or, as the case may be, the relevant Guarantors will be discharged by payment to, or to the order of, the holder of such Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by a Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the relevant Guarantors to, or to the order of, the holder of such Global Note.
- 6.6.2 Notwithstanding the foregoing provisions of this Condition 6 (*Payments*), if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Bearer Notes will be made at the specified office of a Paying Agent in the United States if:
- (A) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
  - (B) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
  - (C) such payment is then permitted under United States law without involving, in the opinion of the Issuer, and the relevant Guarantors, adverse tax consequences to the Issuer or the relevant Guarantors.
- 6.6.3 If payment cannot be made in accordance with this Condition 6 (*Payments*) because appropriate account details have not been provided, neither the Issuer nor any relevant Guarantor has any obligation to make the payment until the Paying Agent has received those details together with a claim for payment and evidence to its satisfaction of the entitlement of the payee. No interest or other amount will be payable in respect of the delay.
- 6.6.4 Except as provided in the Trust Deed, no person other than the Trustee shall be entitled to enforce any obligation of the Issuer or the relevant Guarantors to make any payment in respect of the Notes.

## 6.7 Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, “**Payment Day**” means any day which (subject to Condition 9 (*Prescription*)) is:

- 6.7.1 a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
- (A) in the case of Notes in definitive form only, the relevant place of presentation; and

- (B) each Additional Financial Centre specified in the applicable Pricing Supplement; and
- 6.7.2 either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

## 6.8 Interpretation of principal and interest

- 6.8.1 Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:
- (A) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
  - (B) the Final Redemption Amount of the Notes;
  - (C) the Early Redemption Amount of the Notes;
  - (D) the Optional Redemption Amount(s) (if any) of the Notes;
  - (E) in relation to Notes redeemable in instalments, the Instalment Amounts;
  - (F) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.6.3); and
  - (G) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.
- 6.8.2 Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## 7. REDEMPTION AND PURCHASE

### 7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

### 7.2 Redemption for tax reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note, or an Index Linked Interest Note or a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 30 nor more than 60 days' written notice to the Trustee and the Principal Paying Agent (in the case of Bearer Notes) or the Trustee and the Registrar (in the case of Registered Notes) and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), if the Issuer has delivered to the Trustee the certificate described below (together with the opinion described below) immediately before the giving of such notice certifying that:

- 7.2.1 on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) or the Guarantors would be unable for reasons outside their control to procure payment by the Issuer and in making payment themselves would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- 7.2.2 such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantors taking reasonable measures available to them,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, the relevant Guarantors have or would be obliged to pay such additional amounts were a payment in respect of the Notes or, as the case may be, the Guarantee then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7.2 (*Redemption for tax reasons*), the Issuer shall deliver to the Trustee a certificate signed by two Authorised Officers of the Issuer or, as the case may be, two Authorised Officers of the relevant Guarantors stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or, as the case may be, the relevant Guarantors have or will become obliged to pay such additional amounts as a result of such change or amendment. The Trustee shall be obliged to accept such certificate and opinion as conclusive evidence of the satisfaction of the conditions precedent set out above without further enquiry, and the same shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders. The Trustee shall not have any obligation or right to investigate or check whether the statements of the Issuer or any relevant Guarantor in any such certificate or the opinion of any such legal advisers are correct or not and it shall not be liable to Noteholders, Receiptholders, Couponholders or any other person for not doing so.

Notes redeemed pursuant to this Condition 7.2 (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.6 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date for redemption.

### 7.3 **Redemption at the option of the Issuer (“Issuer Call”)**

If “**Issuer Call**” is specified in the applicable Pricing Supplement, the Issuer may, having given:

- 7.3.1 not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 14 (*Notices*); and
- 7.3.2 not less than five days before the giving of the notice referred to in Condition 7.3.1 above, notice to the Trustee, the Principal Paying Agent and, in the case of a redemption of Registered Notes, the Registrar, and, in the case of a redemption of AMTNs, the Australian Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest on the Notes (or part thereof to be redeemed) accrued to (but excluding) the relevant Optional Redemption Date.

Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed (“**Redeemed Notes**”) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the “**Selection Date**”). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five days prior to the Selection Date.

In the case of a partial redemption of AMTNs, the AMTNs to be redeemed must be specified in the notice and selected in a fair and reasonable manner.

#### 7.4 **Redemption at the option of the Noteholders (“Investor Put”)**

7.4.1 If “**Investor Put**” is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than 15 nor more than 30 days’ notice the Issuer will, upon the expiry of such notice, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4 (*Redemption at the option of the Noteholders (“Investor Put”)*) in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Pricing Supplement.

7.4.2 To exercise the right to require redemption of this Note, the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or the Registrar (as the case may be) falling within the permitted notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) (a “**Put Notice**”). The Put Notice must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 7.4 (*Redemption at the option of the Noteholders (“Investor Put”)*) and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent, subject to and in accordance with the provisions of Condition 2 (*Transfers of Registered Notes*). If this Note is a Definitive Bearer Note, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

7.4.3 If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give or cause to be given notice to the Principal Paying Agent or the Registrar (as the case may be) of such exercise in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg (as the case may be) (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent or Registrar (as the case may be) by electronic means) in a form acceptable to Euroclear or Clearstream, Luxembourg (as the case may be) from time to time.

Any Put Notice given in accordance with the standard procedures of Euroclear or Clearstream, Luxembourg (as the case may be) by any Noteholder pursuant to this Condition 7.4 (*Redemption at the option of the Noteholders ("Investor Put")*) shall be irrevocable except that any such notice given after the Issuer has given notice to redeem the Notes pursuant to Condition 7.2 (*Redemption for tax reasons*) or Condition 7.3 (*Redemption at the option of the Issuer ("Issuer Call")*) shall be deemed not to be effective.

## 7.5 **Redemption for Change of Control**

7.5.1 If a Change of Control Put Event (as defined below) occurs, each Noteholder shall have the right (the "**Change of Control Redemption Right**"), at such Noteholder's option, to require the Issuer to redeem all of such Noteholder's Note(s) in whole, but not in part, on the Change of Control Redemption Date, at a price equal to the Change of Control Redemption Amount (as defined below). The Trustee shall not be required to take any steps to ascertain whether a Change of Control Put Event or any event which could lead to the occurrence of a Change of Control Put Event has occurred and shall not be liable to any person for any failure to do so.

7.5.2 To exercise the Change of Control Redemption Right attaching to a Note on the occurrence of a Change of Control Put Event, the holder thereof must complete, sign and deposit at its own expense at any time from 9.30 a.m. to 5.30 p.m. (local time in the place of deposit) on any Business Day at the specified office of any Paying Agent a notice (a "**Change of Control Redemption Notice**") in the form (for the time being current) obtainable from the specified office of any Paying Agent together with the relevant Notes to be redeemed. Such Change of Control Redemption Notice may be given on the earlier of the date on which the relevant Noteholder becomes aware of the occurrence of the Change of Control Put Event and the date on which the Change of Control Notice delivered by the Issuer under Condition 7.5.4 is received by such Noteholder. No Change of Control Redemption Notice may be given after 45 days from the date of the Change of Control Notice (as detailed below).

7.5.3 A Change of Control Redemption Notice, once delivered, shall be irrevocable except where prior to the Change of Control Redemption Date, an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Change of Control Redemption Notice and instead to instruct the Trustee to give notice that the Note is immediately due and payable under Condition 10.1 (*Events of Default*). The Issuer shall redeem the Notes (in whole but not in part) which form the subject of any Change of Control Redemption Notice which is not withdrawn on the Change of Control Redemption Date.

7.5.4 Not later than seven days after becoming aware of the occurrence of a Change of Control Put Event, the Issuer shall procure that notice (a "**Change of Control**

**Notice**”) regarding the Change of Control Put Event be delivered in writing to the Trustee and the Agents and to the Noteholders (in accordance with Condition 14 (*Notices*)) stating:

- (A) that Noteholders may require the Issuer to redeem their Notes under this Condition 7.5 (*Redemption for Change of Control*)
- (B) the date of such Change of Control Put Event and, briefly, the events causing such Change of Control Put Event;
- (C) the names and addresses of all relevant Paying Agents;
- (D) that the Change of Control Redemption Notice pursuant to Condition 7.5.2 once validly given, may not be withdrawn save as set out in Condition 7.5.3;
- (E) the last day on which a Change of Control Redemption Notice may be given; and
- (F) the Change of Control Redemption Date.

7.5.5 In this Condition 7.5 (*Redemption for Change of Control*):

- (A) a **“Change of Control Put Event”** will be deemed to occur if:
  - (1) an offer to acquire voting shares of LLC stapled to a unit in the Lendlease Trust (**“Stapled Securities”**), whether expressed as a legal offer, an invitation to treat, a scheme with regard to such acquisition or in any other way, is made in circumstances where such offer is available to all holders of Stapled Securities (**“Stapled Security Holders”**) or all holders of Stapled Securities other than any holder of Stapled Securities who is the person making such offer (or any associate of such person acting in concert with such person) or who is excluded from the offer by reason of being connected with one or more specific jurisdictions, and, such offer having become or been declared unconditional in all respects, LLC becomes aware that the right to cast, or to control the casting by any such associate or by any other person of, more than 50 per cent. of the votes which may ordinarily be cast on a poll at a general meeting of holders of Stapled Securities has become unconditionally vested in the offeror (the **“Relevant Person”**) (such event being a **“Change of Control”**) provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the Stapled Security Holders with the same or substantially the same pro rata interests in the voting shares of the Relevant Person as such Stapled Security Holders have, or as the case may be, had, in the Stapled Securities. For the purposes of this paragraph 7.5.5(A)(1) only, **“Stapled Security Holder”** will be deemed to mean any Stapled Security Holder who holds voting Stapled Securities; and
  - (2) following such Change of Control (as defined in paragraph 7.5.5(A)(1) above):
    - (a) the credit rating carried by the Group (or if the Group does not carry such a credit rating, the Notes) from a Rating Agency is downgraded by a Rating Agency to a non-



investment grade credit rating or is withdrawn, in either case within the Change of Control Period; and:

- (i) a Rating Agency has not assigned or reinstated to the Group (or to the Notes, as the case may be), or affirmed that the credit rating carried by the Group (or the Notes, as the case may be) is, an investment grade credit rating within the Change of Control Period, and
    - (ii) the relevant Rating Agency that downgraded or withdrew its credit rating confirms (either by public announcement or written confirmation to the Issuer) that the downgrade in, or withdrawal of, the credit rating carried by the Group (or the Notes, as the case may be) was as a result (in whole or in part) of the Change of Control (as defined in paragraph 7.5.5(A)(1)); or
  - (b) where neither the Group nor the Notes carried a rating prior to the Change of Control, no Rating Agency assigns an investment grade credit rating to the Group or to the Notes within the Change of Control Period;
- (B) **“Change of Control Period”** means the period commencing on the date of the first public announcement or statement in relation to any actual Change of Control (as defined in paragraph 7.5.5(A)(1)) and ending 120 days after the Change of Control;
- (C) **“Change of Control Redemption Amount”** means an amount equal to 100 per cent. (or such other amount specified in the relevant Pricing Supplement) of the principal amount of the Notes redeemed plus accrued and unpaid interest, if any, to and including the Change of Control Redemption Date;
- (D) **“Change of Control Redemption Date”** means the date specified in the Change of Control Notice, which may not be less than 14 days nor more than 45 days after the last date on which a Change of Control Redemption Notice may be given;
- (E) an **“investment grade credit rating”** means a credit rating of BBB- (in the case of a credit rating assigned by Fitch), Baa3 (in the case of a credit rating assigned by Moody’s) or BBB- (in the case of a credit rating assigned by S&P), or (in any case) any equivalent or better credit rating assigned by the relevant Rating Agency;
- (F) a **“non-investment grade credit rating”** means a credit rating of BB+ (in the case of a credit rating assigned by Fitch), Ba1 (in the case of a credit rating assigned by Moody’s) or BB+ (in the case of a credit rating assigned by S&P), or (in any case) any equivalent or lower credit rating assigned by the relevant Rating Agency;
- (G) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (H) **“Rating Agency”** means Fitch Australia Pty Ltd (**“Fitch”**), Moody’s Investors Service Pty Limited (**“Moody’s”**), Standard & Poor’s (Australia)

Pty. Ltd. (“**S&P**”) or any of their respective affiliates or successors or any other rating agency of international standing specified by the Issuer; and

- (I) “**shares**” or “**share capital**” includes equivalent ownership interests (and “**shareholder**” and similar expressions shall be construed accordingly).

## 7.6 Early Redemption Amounts

Wherever a Note is or is required to be redeemed under these Conditions (including Condition 10 (*Events of Default and Enforcement*)) prior to its Maturity Date, such Note will, unless otherwise specified in these Conditions or the applicable Pricing Supplement, be redeemed at its Early Redemption Amount calculated as follows:

- 7.6.1 in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- 7.6.2 in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- 7.6.3 in the case of a Zero Coupon Note, at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

$$RP \times (1 + AY)^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield expressed as a decimal; and

**y** is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

## 7.7 Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates or, in the case of early redemption, in accordance with the foregoing provisions of this Condition 7 (*Redemption and Purchase*).

## 7.8 Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 7 (*Redemption and Purchase*) and the applicable Pricing Supplement.

## 7.9 Purchases

The Issuer, a Guarantor or any Subsidiary of a Principal Guarantor may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmaturing Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer

or a Principal Guarantor, surrendered to any Paying Agent or the Registrar (as applicable) for cancellation.

#### 7.10 **Cancellation**

All Notes (other than AMTNs) which are redeemed will forthwith be cancelled (together, in the case of Definitive Bearer Notes, with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 7.9 (*Purchases*) above (together, in the case of Definitive Bearer Notes, with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Principal Paying Agent (which shall notify the Registrar of such cancelled Notes in the case of Registered Notes) and cannot be reissued or resold. All AMTNs purchased by or on behalf of the Issuer or any of its Subsidiaries may be cancelled, and such cancellation of an AMTN will be taken to have occurred upon redemption of the Note or an entry being made in the Australian Register that the Note has been redeemed or cancelled or transferred to the Issuer. Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantors in respect of any such Notes shall be discharged.

#### 7.11 **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 7.1 (*Redemption at maturity*), 7.2 (*Redemption for tax reasons*), 7.3 (*Redemption at the option of the Issuer ("Issuer Call")*) or 7.4 (*Redemption at the option of the Noteholders ("Investor Put")*) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.6.3 above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- 7.11.1 the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- 7.11.2 five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

### 8. **TAXATION**

All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer and the Guarantors will be made without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantors will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- 8.1.1 presented for payment in the Commonwealth of Australia, the United States or the United Kingdom; or
- 8.1.2 presented for payment by or on behalf of a holder of who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some

connection with a Tax Jurisdiction (including, without limitation, being a resident of or having a permanent establishment in the Tax Jurisdiction) other than the mere holding of such Note, Receipt or Coupon; or

- 8.1.3 to the extent the additional amount is in respect of taxes imposed on, or calculated by reference to, the net income of a holder in a Tax Jurisdiction (including, without limitation, net income arising to the holder as a resident of or having a permanent establishment in the Tax Jurisdiction); or
- 8.1.4 presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day or, in the case of an AMTN, a claim for payment being made after such thirtieth day, assuming that day to have been a Payment Day (as defined in Condition 6.7 (*Payment Day*)); or
- 8.1.5 held by or on behalf of a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying, or procuring that any third party complies with any statutory requirements, by complying with a request by the Issuer to provide information concerning the nationality, residence, identity, tax identification number or address of such holder or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any Tax authority; or
- 8.1.6 where presented for payment by or on behalf of a holder who is an associate (as that term is defined in section 128F of the Australian Tax Act) of the Issuer and the payment being sought is not, or will not be, exempt from Australian interest withholding tax because of section 128F(6) of the Australian Tax Act; or
- 8.1.7 to the extent the Issuer is required to withhold an amount under sections 260-5 of Schedule 1 to the Australian Tax Administration Act, or section 255 of the Australian Tax Act; or
- 8.1.8 in respect of a payment to, or to a third party on behalf of, a holder, in circumstances where such withholding or deduction would not have been required if the holder or any person acting on his behalf had provided to the Issuer an appropriate tax file number, business number or details of an exemption from providing those numbers.

For the avoidance of doubt, any amounts to be paid on the Notes will be paid net of any deduction or withholding imposed or required pursuant to a FATCA Requirement (as defined in Condition 6.1 (*Method of payment*)), and no additional amounts will be required to be paid on account of any such deduction or withholding.

As used herein:

"**Australian Tax Act**" means the Income Tax Assessment Act 1936 of Australia;

"**Australian Tax Administration Act**" means the Taxation Administration Act 1953 of Australia;

"**Tax Jurisdiction**" means the Commonwealth of Australia, or, in respect of payments to be made by an Issuer or Guarantor incorporated in the United States, the United States, or, in respect of payments to be made by an Issuer or Guarantor incorporated in the United Kingdom, the United Kingdom; or in each case any political subdivision or any authority thereof or therein having power to tax; and

the "**Relevant Date**" means the date on which such payment first becomes due (or would have become so due had the relevant Note, Receipt or Coupon been duly presented and any required details provided), except that, if the full amount of the moneys payable has not been

duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

9. **PRESCRIPTION**

9.1 The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

9.2 There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this condition or Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*).

10. **EVENTS OF DEFAULT AND ENFORCEMENT**

10.1 **Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to being indemnified, prefunded and/or secured to its satisfaction), give notice in writing to the Issuer that each Note is, and each Note shall thereupon immediately become, due and repayable at its Early Redemption Amount together with accrued interest as provided in the Trust Deed if any of the following events (each an “**Event of Default**”) shall occur and is continuing:

10.1.1 **Non-payment:** if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest; or

10.1.2 **Breach of other obligations:** if the Issuer or the relevant Guarantors fail to perform or observe any of its other obligations under the Notes, these Conditions, the Guarantee or the Trust Deed and the failure continues for the period of 30 days from the service by the Trustee on the Issuer or the relevant Guarantors (as the case may be) of notice requiring the same to be remedied; or

10.1.3 **Cross-acceleration:** any Financial Indebtedness of a member of the Group in an aggregate amount in excess of US\$50,000,000 (or the equivalent in other currencies):

(A) becomes prematurely due and payable before the scheduled date for payment by reason of any actual or potential default, event of default or the like (howsoever described); or

(B) is not paid when due (after taking into account any applicable grace period),

provided that it shall not be an Event of Default under this Condition 10.1.3 (*Cross-acceleration*) where:

(C) the Financial Indebtedness concerned is Non-Recourse Indebtedness or Excluded Debt; or

(D) the relevant member of the Group is taking steps in good faith to contest the validity of the requirement to pay the relevant Financial Indebtedness by appropriate proceedings; or

(E) any Financial Indebtedness of the relevant member of the Group is not paid solely by reason of technical or administrative delays in the transmission of funds beyond the relevant Group member’s control and the relevant

Group member can demonstrate that it has freely available funds in full amount of the sum due and payable and is taking all prompt steps to arrange for payment to be made in full;

- 10.1.4 **Encumbrance:** any Encumbrance or Encumbrances granted by one or more of the Issuer, a Guarantor or a Material Subsidiary (**Relevant Group Member**) or the Lendlease Trust securing Financial Indebtedness in an aggregate amount exceeding US\$50,000,000 (other than an Encumbrance which affects only assets which are the subject of Non Recourse Indebtedness) is enforced, or becomes capable of being enforced, against an asset of the Relevant Group Member or the Lendlease Trust;
- 10.1.5 **Judgment:** a judgment is, or judgements are, obtained against a Relevant Group Member or the Lendlease Trust in an amount exceeding US\$50,000,000 other than a judgement which is:
- (A) set aside or satisfied within 30 days;
  - (B) being contested in good faith; or
  - (C) in respect of Non Recourse Indebtedness;
- 10.1.6 **Execution:** a distress, attachment, execution or other process of a Government Agency (**Process**) is, or Processes are, issued against, levied or entered upon an asset of a Relevant Group Member or the Lendlease Trust in an aggregate amount exceeding US\$50,000,000 other than a Process which is:
- (A) being contested in good faith and on reasonable grounds;
  - (B) set aside or satisfied within 30 days; or
  - (C) in respect of Non Recourse Indebtedness
- 10.1.7 **Controller:** any of the following occur:
- (A) a Controller is appointed; or
  - (B) a resolution to appoint a Controller is passed,
- to a Relevant Group Member or the Lendlease Trust, or over a material asset of a Relevant Group Member or the Lendlease Trust, unless, in the case of an appointment, the appointment of the Controller is capable of being set aside, and it is set aside, within 21 days of the appointment being made,
- in each case other than:
- (C) any appointment of a Controller which affects only assets which are the subject of Non Recourse Indebtedness; or
  - (D) in connection with a solvent reconstruction or amalgamation between Group members (other than one which involves the Issuer or a Guarantor);
- 10.1.8 **Winding up:** any of the following occur:
- (A) an application is made other than an application which is capable of being set aside, and it is set aside, within 21 days of being made;
  - (B) an order is made;
  - (C) a meeting is convened by the shareholders, unitholders, directors or other officers for the purpose of considering any resolution; or
  - (D) a resolution is passed,

for the winding up of a Relevant Group Member or the Lendlease Trust, in each case other than in connection with a solvent reconstruction or amalgamation between Group members (other than one which involves the Issuer or a Guarantor);

- 10.1.9 **Administration:** any of the following occur:
- (A) an administrator is appointed; or
  - (B) a resolution to appoint an administrator is passed,
- to a Relevant Group Member or the Lendlease Trust, other than in connection with a solvent reconstruction or amalgamation between Group members (other than one which involves the Issuer or a Guarantor);
- 10.1.10 **Deregistration:** a Relevant Group Member is deregistered, or any steps are taken to deregister a Relevant Group Member under the Corporations Act or other applicable companies legislation;
- 10.1.11 **Suspends payment:** a Relevant Group Member or the Lendlease Trust suspends payment of its debts generally;
- 10.1.12 **Insolvency:** a Relevant Group Member or the Lendlease Trust is:
- (A) unable to pay its debts when they are due; or
  - (B) presumed to be insolvent under the Corporations Act;
- 10.1.13 **Arrangements:** a Relevant Group Member or the Lendlease Trust enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, any of its creditors in each case other than in connection with a solvent reconstruction or amalgamation between Group members (other than one which involves the Issuer or a Guarantor);
- 10.1.14 **Similar proceedings:** anything analogous to any of the events specified in Conditions 10.1.4 (*Encumbrance*) to 10.1.13 (*Arrangements*) (inclusive) shall occur under the laws of any applicable jurisdiction in relation to a Relevant Group Member or the Lendlease Trust;
- 10.1.15 **Change of ownership:** the Issuer is not directly or indirectly a wholly owned Subsidiary of a Principal Guarantor;
- 10.1.16 **Lendlease Trust:**
- (A) any resolution is passed to dissolve, re-settle or terminate the Lendlease Trust, or the dissolution, re-settlement or termination of the Lendlease Trust commences;
  - (B) an order is made in any court for:
    - (1) the removal of Lendlease RE as responsible entity of the Lendlease Trust; or
    - (2) the appointment of a temporary responsible entity to the Lendlease Trust,unless the replacement or temporary responsible entity assumes its obligations in respect of its Guarantee;
  - (C) Lendlease RE ceases to be the sole responsible entity of the Lendlease Trust or a new or additional responsible entity of the Lendlease Trust is appointed unless the replacement or temporary responsible entity assumes (or in the case of an additional responsible entity, agrees to be additionally bound by) its obligations in respect of its Guarantee;

- (D) an order is made in any court for any property of the Lendlease Trust to be brought into court or administered by the court or under its control; and

10.1.17 **Guarantee:** a Guarantee ceases to be, or is claimed by a Guarantor not to be, in full force and effect otherwise than pursuant to the release of a Guarantor from such Guarantee in accordance with these Conditions and the Trust Deed.

## 10.2 Enforcement

10.2.1 The Trustee may at any time, at its discretion and without notice, take such proceedings (including insolvency proceedings) against the Issuer and/or the relevant Guarantors as it may think fit to enforce the provisions of the Trust Deed, the Australian Deed Poll, the Notes, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Australian Deed Poll, the Notes, the Receipts or the Coupons unless (A) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least 25 per cent in nominal amount of the Notes then outstanding; and (B) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

10.2.2 No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or the relevant Guarantors unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and the failure shall be continuing.

## 10.3 Definitions

For the purposes of the Conditions:

“**Constitution**” means the constitution of the Lendlease Trust dated 12 November 2009 as amended from time to time;

“**Controller**” means has the meaning given in the Corporations Act;

“**Corporations Act**” means the Corporations Act 2001 (Cth);

“**Encumbrance**” has the meaning given in Condition 4 (*Negative Pledge*);

“**Excluded Debt**” means Financial Indebtedness which is incurred or owing by, or a liability of, a Fund General Partner:

(a) in relation to a Non Lendlease Corporation Consolidated Partnership; and

(b) for which no member of the Group (except for the Fund General Partner) is or may be under any liability or obligation to pay;

“**Excluded Subsidiary**” means a member of the Group which is a Relevant Debtor (as defined in the definition of Non Recourse Indebtedness in this Condition 10.3 (*Definitions*)) whose only assets are the Relevant Assets (as defined in the definition of Non Recourse Indebtedness in this Condition 10.3 (*Definitions*)) and the income, cash flow and other assets deriving from those Relevant Assets;

“**Extraordinary Resolution**” has the meaning given to it in Schedule 3 of the Trust Deed;

“**Financial Indebtedness**” has the meaning given in Condition 4 (*Negative Pledge*);

“**Fund General Partner**” means a limited liability entity controlled directly or indirectly by a Principal Guarantor, whose obligations and liabilities arise as a result of acting as:

(a) the general partner, limited liability company manager or member, or trustee of a Fund Limited Partnership; or

(b) the constituent partner or member in a joint venture entity which serves, directly or indirectly or through a subsidiary, in such capacity,



and which assumes certain back-up liabilities for the debts and obligations of such Fund Limited Partnership by operation of law;

**“Fund Limited Partnership”** means an investment vehicle organised as a limited partnership, limited liability company, corporation, trust or other limited liability entity the primary purpose of which is to aggregate capital of one or more investors on a commingled basis to invest for profit;

**“Government Agency”** has the meaning given in Condition 4 (*Negative Pledge*);

**“Lendlease RE”** means Lendlease Responsible Entity Limited (ABN 72 122 883 185) in its capacity as responsible entity of the Lendlease Trust;

**“Lendlease Trust”** means the trust known as the Lendlease Trust (ABN 39 944 184 773) and constituted by the Constitution;

**“LLC”** means Lendlease Corporation Limited (ABN 32 000 226 228);

**“Material Subsidiary”** means at any particular time:

- (a) a member of the Group whose Total Assets (having regard to the Principal Guarantors’ direct and/or indirect beneficial interest in the shares, or the like, of that member of the Group) represent greater than 5 per cent. of the Total Assets of the Group; or
- (b) a member of the Group who has contributed in excess of 5 per cent. of the consolidated gross revenue of the Group for the fiscal year ended on, or most recently ended prior to, such time.

For these purposes:

- (c) the Total Assets and gross revenue of a member of the Group shall be calculated by reference to:
  - (i) the accounts of that member of the Group (or, as the case may be, a consolidation of the accounts of it and its Subsidiaries) used for the purpose of the then latest audited consolidated accounts of the Group; or
  - (ii) if the person became a member of the Group after the end of the financial period to which those consolidated accounts of the Group relate, the then latest audited accounts of that member of the Group (or, as the case may be, a consolidation of the then latest audited accounts of it and its Subsidiaries (if any));
- (d) the Total Assets and consolidated gross revenue of the Group shall be calculated by reference to the then latest audited consolidated accounts of the Group, adjusted as appropriate to reflect the Total Assets or gross revenue of any person which has become or ceased to be a member of the Group after the end of the financial period to which those accounts relate;
- (e) on a Material Subsidiary transferring all or substantially all of its assets or revenues to another member of the Group, the transferor (if it is not the holding company of the transferee) shall cease to be a Material Subsidiary and (if the transferee is not an Issuer, a Guarantor or a Material Subsidiary) the transferee shall become a Material Subsidiary;
- (f) a member of the Group shall (if not already a Material Subsidiary) become a Material Subsidiary on completion of any other intra-group transfer or reorganisation if it would fulfil the test in paragraph (a) or the test in paragraph (b) of this definition, were all relevant accounts to be prepared as at the completion of that transfer or reorganisation on the basis of the then latest audited consolidated accounts of the Group, adjusted as appropriate to reflect the matters referred to in

(c)(ii) above and to reflect all such transfers or reorganisations after the date of those then latest audited consolidated accounts of the Group;

- (g) a member of the Group will not be a Material Subsidiary if it is an Excluded Subsidiary;

**“Non Lendlease Corporation Consolidated Partnership”** means a Fund Limited Partnership which is not consolidated in the consolidated financial statements of a Principal Guarantor;

**“Non-Recourse Indebtedness”** means in respect of a debtor, any indebtedness incurred to finance the ownership, acquisition, construction, creation, development and/or operation of an asset in respect of which the person or persons to whom such indebtedness is or may be owed by the debtor have no recourse whatsoever for the repayment of or payment of any sum relating to such indebtedness other than:

- (a) recourse to such debtor for amounts limited to the income, cash flow or other assets deriving from such asset; and/or
- (b) recourse to such debtor for the purpose only of enabling amounts to be claimed in respect of such indebtedness in an enforcement of any Encumbrances given by such debtor over such asset (the **Relevant Asset**) or the income, cash flow or other assets deriving therefrom to secure such indebtedness or any recourse referred to in paragraph (c) below of this definition, provided that:
  - (A) the extent of such recourse to such debtor is limited solely to the amount of any recoveries made on any such enforcement; and
  - (B) (other than in circumstances where the only assets of the debtor (a **Relevant Debtor**) is the Relevant Asset and/or the income, cash flow or other assets deriving therefrom) such person or persons are not entitled, by virtue of any right or claim arising out of or in connection with such indebtedness, to commence proceedings for the winding up or dissolution of the debtor or to appoint or procure the appointment of any receiver, trustee or similar person or officer in respect of the debtor or any of its assets (save for the assets the subject of such Encumbrance); and/or
- (c) recourse to such debtor generally where the debtor is a Relevant Debtor or, in any other case, where that recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specific way) for breach of an obligation (not being a payment obligation or an obligation to procure payment by another or an obligation to comply or to procure compliance by another with any financial ratios or other test or financial condition) by the person against whom such recourse is available; and/or
- (d) recourse to another person (a **Third Party Security Provider**) (whether or not a member of the Group) who has given security to the person or persons to whom such indebtedness is or may be owed by such debtor to assure the payment or repayment of that indebtedness and the assets secured by that security consist solely of:
  - (A) shares or other securities issued by the debtor; and/or
  - (B) indebtedness owed by the debtor to that Third Party Security Provider in connection with the provision of loans, guarantees or other financial accommodation by that Third Party Security Provider to, or for the benefit of, the debtor,

and the recourse to the Third Party Security Provider does not exceed that which would be permitted under paragraphs (a) to (c) above were the debtor referred to

in those paragraphs the Third Party Security Provider and the assets referred to in those paragraphs those referred to in subparagraphs (d)(A) and/or (d)(B) above;

**“Noteholder Meeting Provisions”** means the provisions set out in Schedule 3 of the Trust Deed;

**“Person”** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state, agency of a state or other entity, whether or not having a separate legal personality; and

**“Total Assets”** means in respect of a person at any time, the consolidated amount of the book values of the assets of that person and its Subsidiaries.

## 11. **REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent or the Registrar (as the case may be) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity and/or security as the Issuer or the Principal Paying Agent or Registrar (as the case may be) may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 12. **AGENTS**

12.1 The names of the initial Paying Agents, the initial Australian Agent, the initial Registrar, the initial Australian Registrar and the initial Transfer Agents and their initial specified offices are set out below.

12.2 The Issuer is entitled to vary or terminate the appointment of the Principal Paying Agent, the Australian Agent, the Registrar, the Australian Registrar or any Paying Agent or Transfer Agent and/or appoint additional or other Paying Agents or Transfer Agents and/or approve any change in the specified office through which any Agent acts, in accordance with the terms of the Agency Agreement (or, in the case of AMTNs, the Australian Agency Agreement) provided that:

12.2.1 other than in the case of AMTNs, there will at all times be a Principal Paying Agent and a Registrar;

12.2.2 in the case of AMTNs, there will at all times be an Australian Agent and an Australian Registrar;

12.2.3 so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent, which may be the Principal Paying Agent, a Transfer Agent and a Registrar with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority; and

12.2.4 so long as any Notes are listed on the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) and the rules of the SGX-ST so require, if any Notes are issued in definitive form, there will at all times be a Paying Agent in Singapore unless the Issuer obtains an exemption from the SGX-ST.

12.3 In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 6.6 (*General provisions applicable to payments*).

12.4 Any variation, termination, appointment or change shall only take effect (a) in the case of a termination of an Agent whose appointment is required to be maintained under Condition 12.2, upon appointment of a Successor approved by the Trustee (such approval not to be unreasonably withheld or delayed), and (b) (other than in the case of insolvency, when it

shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Noteholders by the Issuer in accordance with Condition 14 (*Notices*).

- 12.5 In acting under the Agency Agreement, the Paying Agents, the Registrar and the Transfer Agents act solely as agents of the Issuer and the Guarantors and, in certain circumstances specified therein, of the Trustee and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receipholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

### 13. EXCHANGE OF TALONS

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

### 14. NOTICES

- 14.1 Notices to holders of Registered Notes or AMTNs will be deemed to be validly given if sent by first class mail or (if posted to an overseas address) by air mail to them (or the first named of joint holders) at their respective addresses as recorded in the Register or Australian Register, as the case may be, and will be deemed to have been validly given on the third day after the date of such mailing. Alternatively, notices to holders of AMTNs may be given by being published in a leading daily newspaper of general circulation in Australia. It is expected that such notices will normally be published in the *Australian Financial Review*.
- 14.2 All notices regarding the Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Australia. It is expected that any such publication in a newspaper will be made in the *Australian Financial Review* in Australia.
- 14.3 The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading.
- 14.4 Any such notice given by being published in a newspaper or otherwise will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, a notice will be given in such other manner, and will be deemed to have been given on such date, as the Trustee shall approve.
- 14.5 Until such time as any definitive Notes are issued and subject to the requirements of any stock exchange on which the Notes may be listed or admitted to trading, there may, so long as the Notes are represented in their entirety by Global Notes, be substituted for such mailing or publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg, for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.
- 14.6 Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes or AMTNs). Whilst any of the Notes are represented by a Global Note,

such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

- 14.7 Receiptholders and Couponholders will be deemed for all purposes to have notice of the contents of any notice given to Noteholders in accordance with this Condition 14 (*Notices*).

15. **MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

- 15.1 The Trust Deed contains provisions for convening meetings of the Noteholders of a Series of Notes (other than AMTNs) to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Conditions, the Notes, the Receipts, the Coupons, the Guarantee or any of the provisions of the Trust Deed. The Australian Deed Poll contains provisions for convening meetings of the holders of AMTNs of a Series to consider any matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the AMTNs or the Australian Deed Poll. Such a meeting may be convened by the Issuer, a Guarantor or the Trustee and shall be convened by the Trustee if required in writing by Noteholders holding not less than 15 per cent. in nominal amount of the Notes for the time being remaining outstanding and subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction against all costs and expenses. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Conditions, the Notes, the Receipts or the Coupons or the Trust Deed or the Australian Deed Poll (in the case of AMTNs) (including (a) modifying the date of maturity of the Notes or any date for payment of interest thereon, (b) reducing or cancelling the amount of principal or any premium payable on redemption of the Notes or the rate of interest payable in respect of the Notes, (c) varying the method of, or basis for, calculating the rate of interest, (d) altering the currency of payment of the Notes, the Receipts or the Coupons or (e) modifying the provisions concerning the quorum required at any meeting of the Noteholders or the majority required to pass an Extraordinary Resolution), the quorum shall be one or more persons holding or representing not less than 66 2/3 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than 33 1/3 per cent. in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution in writing or by way of electronic consents given through the relevant clearing system(s) or passed at any meeting of the Noteholders shall be binding on all the Noteholders (whether or not they are present at any meeting, and whether or not they voted on the resolution) and on all Receiptholders and Couponholders.
- 15.2 The Trust Deed or the Australian Deed Poll (as applicable) provides that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding or passed by way of electronic consents given by such holders through the relevant clearing system(s) shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.
- 15.3 The Trustee may (but shall not be obliged to) agree, without the consent or sanction of the Noteholders, Receiptholders or Couponholders, at any time, to any modification (except as mentioned in the Trust Deed) of, or to the waiver or authorisation of any breach or proposed

breach of, any of the provisions of the Notes or the Trust Deed or the Australian Deed Poll or any other document, or determine, without any such consent as aforesaid, that any Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid to any modification to the provisions of the Notes or the Trust Deed or the Australian Deed Poll or any other document which is in the opinion of the Trustee of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of law. Any such waiver, authorisation or modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such waiver, authorisation or modification shall be notified by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

- 15.4 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantors, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.
- 15.5 The Trustee may (but shall not be obliged to), without the consent of the Noteholders, at any time, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition 15) as the principal debtor under the Notes, the Receipts, the Coupons and the Trust Deed and the Australian Deed Poll of any entity (including, without limitation, a special purpose company) that is a Subsidiary of a Principal Guarantor, subject to (a) the Notes being unconditionally and irrevocably guaranteed by the Guarantors (other than a Guarantor substituted as principal debtor); and (b) certain other conditions set out in the Trust Deed being complied with.

16. **INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND THE GUARANTORS**

- 16.1 The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or prefunded to its satisfaction.
- 16.2 The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantors and/or any of its/their respective Subsidiaries and/or any person or body corporate associated with the Issuer, any Guarantor or any such Subsidiary and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantors and/or any of its/their respective Subsidiaries and/or any person or body corporate associated with the Issuer, any Guarantor or any such Subsidiary; (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, Receiptholders or Couponholders; and (c) to retain and not be liable to account

for any profit made or any other amount or benefit received thereby or in connection therewith.

17. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

18. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19. **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

19.1 **Governing law**

The Trust Deed, the Agency Agreement, the Notes (other than the AMTNs), the Receipts, the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes (other than the AMTNs), the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law. The Australian Deed Poll and the AMTNs and the Australian Agency Agreement and the Guarantee (as it applies to AMTNs) are governed by, and shall be construed in accordance with, the laws of New South Wales, Australia.

19.2 **Submission to jurisdiction**

19.2.1 Each Issuer and each Guarantor irrevocably agree, for the benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders and the Agents, that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed (as it applies to Notes other than AMTNs), the Agency Agreement, the Notes (other than the AMTNs), the Receipts and/or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons) and accordingly submits irrevocably to the exclusive jurisdiction of the English courts.

19.2.2 Each Issuer and each Guarantor waive any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum or otherwise. The Trustee, the Noteholders, the Receiptholders and the Couponholders and the Agents (but in the case of Noteholders, Receiptholders and Couponholders, only to the extent expressly provided herein) may take any suit, action or proceedings (together referred to as “**Proceedings**”) arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes (other than the AMTNs), the Receipts and the Coupons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes (other than the AMTNs), the Receipts and the Coupons) against any Issuer or any Guarantor in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

19.2.3 The AMTNs, the Australian Deed Poll, the Guarantee (as it applies to AMTNs) and the Australian Agency Agreement will be governed by, and construed in accordance with, the laws in force in New South Wales, Australia, save that the provisions of Condition 10 (*Events of Default and Enforcement*) and Condition 15 (*Meetings of Noteholders, Modification, Waiver, Substitution*) and definitions used

therein shall be interpreted so as to have the same meaning they would have if governed by English law. In the case of AMTNs, the Issuer has irrevocably agreed for the benefit of Noteholders that the courts of New South Wales, Australia are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the AMTNs, the Guarantee (as it applies to AMTNs) the Australian Deed Poll and the Australian Agency Agreement and that accordingly any suit, action or proceedings arising out of or in connection with the AMTNs, the Guarantee (as it applies to AMTNs) the Australian Deed Poll or the Australian Agency Agreement (together referred to as “**Australian Proceedings**”) may be brought in such courts.

### 19.3 **Appointment of Process Agent**

Each of LLC, Lendlease RE, Lendlease Finance Limited and Lendlease (US) Capital, Inc. irrevocably and unconditionally appoint Lendlease Europe Finance PLC at its registered office at 20 Triton St, Regent’s Place, London, NW1 3BF, UK as its agent for service of process in England in respect of any Proceedings and undertakes that, in the event of Lendlease Europe Finance PLC ceasing so to act or ceasing to be registered in England, it will forthwith appoint another person for the purpose of accepting service of process on its behalf in England in respect of any Proceedings and deliver to the Trustee and the Agents a copy of the acceptance of appointment of such new agent for service of process within 30 days of such cessation. Each of the Issuer and the Guarantors have agreed that failure by a process agent to notify it of any process shall not invalidate service. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

Each of Lendlease (US) Capital, Inc. and Lendlease Europe Finance PLC irrevocably and unconditionally appoint LLF at its registered office in New South Wales as its agent for service of process in New South Wales in respect of any Australian Proceedings.

### 19.4 **Other documents**

The Issuers and, where applicable, the Guarantors have in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in England in terms substantially similar to those set out above.



## **USE OF PROCEEDS**

The net proceeds from the issue of Notes will be applied by the Issuers for general corporate purposes, or as may be specified in the applicable Pricing Supplement.

## SELECTED FINANCIAL INFORMATION

The following tables present the Group's selected consolidated financial information as of the dates and for each of the periods indicated. The selected consolidated financial information for the financial years ended 30 June 2019 and 30 June 2020 has been derived from the Group's audited consolidated financial statements for those years and the selected consolidated financial information for the financial half years ended 31 December 2018 and 31 December 2019 has been derived from the Group's unaudited consolidated financial statements for those periods. The Group's financial statements for the years ended 30 June 2019 and 30 June 2020 were audited by KPMG. The Group's financial statements have been prepared and presented in accordance with AASBs and the IFRS.

Investors should read the following selected financial and other data relating to the Group in conjunction with the financial statements and the related notes incorporated by reference in this Offering Circular. All figures are presented in Australian dollars, rounded off to the closest million Australian dollars, unless otherwise indicated.

### Income Statement

	Full year to 30 June 2020 (A\$m)	Half year to 31 December 2019 (A\$m)	Full year to 30 June 2019 (A\$m)	Half year to 31 December 2018 (A\$m)
Revenue	11,834	5,738	15,041	6,237
Cost of sales	(11,361)	(5,142)	(13,929)	(5,774)
<b>Gross profit</b>	<b>473</b>	<b>596</b>	<b>1,112</b>	<b>463</b>
Share of profit / (loss) of equity accounted investments	(13)	65	338	192
Other income	352	276	293	206
Other expenses	(1,195)	(458)	(863)	(354)
<b>Results from operating activities from continuing operations</b>	<b>(383)</b>	<b>479</b>	<b>880</b>	<b>507</b>
Finance revenue	12	5	17	9
Finance costs	(165)	(81)	(142)	(62)
<b>Net finance costs</b>	<b>(153)</b>	<b>(76)</b>	<b>(125)</b>	<b>(53)</b>
<b>(Loss)/Profit before Tax from continuing operations</b>	<b>(536)</b>	<b>403</b>	<b>755</b>	<b>454</b>
Income tax benefit/(expense)	194	(95)	(198)	(99)
(Loss)/Profit after tax from continuing operations	(342)	308	557	355
Profit/(loss) after tax from discontinued operations	32	5	(90)	(399)
<b>(Loss)/Profit after Tax</b>	<b>(310)</b>	<b>313</b>	<b>467</b>	<b>16</b>
<i>Basis/Diluted Earnings per Lendlease Group Stapled Security (EPSS) from Continuing Operations</i>				
Shares excluding treasury shares (cents)	(57.1)		95.4	
Shares on issue (cents)	(56.7)		94.7	
<i>Basis/Diluted Earnings per Lendlease Group Stapled Security (EPSS)</i>				
Securities excluding treasury securities (cents)	(51.8)		80.0	
Securities on issue (cents)	(51.4)		79.4	

## Statement of Financial Position

	As at 30 June 2020 (A\$m)	As at 31 December 2019 (A\$m)	As at 30 June 2019 (A\$m)	As at 31 December 2018 (A\$m)
<b>Current Assets</b>				
Cash and cash equivalents	1,111	396	1,290	1,088
Loans and receivables	1,667	1,895	2,050	2,196
Inventories	2,256	1,837	2,238	2,863
Other financial assets	16	15	97	10
Current tax assets	27	21	11	-
Other assets	59	89	70	107
Disposal Group assets held for sale	841	1,900	-	-
<b>Total current assets</b>	<b>5,977</b>	<b>6,153</b>	<b>5,756</b>	<b>6,264</b>
<b>Non-Current Assets</b>				
Loans and receivables	744	531	688	716
Inventories	3,113	3,558	3,345	3,177
Equity accounted investments	3,671	3,822	3,452	3,191
Investment properties	658	598	501	375
Other financial assets	1,076	1,088	1,103	1,497
Deferred tax assets	141	124	101	112
Property, plant and equipment	693	653	548	470
Intangible assets	1,457	1,286	1,457	1,436
Defined benefit plan asset	156	128	140	142
Other assets	62	80	87	78
<b>Total non current assets</b>	<b>11,771</b>	<b>11,868</b>	<b>11,422</b>	<b>11,194</b>
<b>Total assets</b>	<b>17,748</b>	<b>18,021</b>	<b>17,178</b>	<b>17,458</b>
<b>Current Liabilities</b>				
Trade and other payables	4,496	3,795	5,724	5,827
Provisions	343	257	332	323
Borrowings and financing arrangements	134	225	225	-
Other financial liabilities	10	7	6	6
Disposal Group liabilities held for sale	670	1,700	-	-
<b>Total current liabilities</b>	<b>5,653</b>	<b>5,984</b>	<b>6,287</b>	<b>6,156</b>
<b>Non Current Liabilities</b>				
Trade and other payables	2,405	1,617	1,401	1,363
Provisions	62	48	45	47
Borrowings and financing arrangements	2,261	3,166	2,490	3,364
Other financial liabilities	1	-	1	1
Deferred tax liabilities	434	695	597	420
<b>Total non current liabilities</b>	<b>5,163</b>	<b>5,526</b>	<b>4,534</b>	<b>5,195</b>
<b>Total liabilities</b>	<b>10,816</b>	<b>11,510</b>	<b>10,821</b>	<b>11,351</b>
<b>Net assets</b>	<b>6,932</b>	<b>6,511</b>	<b>6,357</b>	<b>6,107</b>

## Statement of Financial Position

	As at 30 June 2020 (A\$m)	As at 31 December 2019 (A\$m)	As at 30 June 2019 (A\$m)	As at 31 December 2018 (A\$m)
<b>Equity</b>				
Issued capital	1,889	1,304	1,300	1,297
Treasury securities	(68)	(67)	(68)	(61)
Reserves	65	99	105	126
Retained earnings	3,265	3,985	3,815	3,427
<b>Total equity attributable to members of Lendlease Corporation Limited</b>	<b>5,151</b>	<b>5,321</b>	<b>5,152</b>	<b>4,789</b>
Total equity attributable to unitholders of Lendlease Trust	1,756	1,167	1,182	1,317
<b>Total equity attributable to securityholders</b>	<b>6,907</b>	<b>6,488</b>	<b>6,334</b>	<b>6,106</b>
External non controlling interests	25	23	23	1
<b>Total equity</b>	<b>6,932</b>	<b>6,511</b>	<b>6,357</b>	<b>6,107</b>

### Financing requirements and other senior debt

Lendlease generally centralises its external borrowings and on-lends the borrowed funds within the Group to fund its operations and businesses. Under these arrangements certain wholly-owned Subsidiaries of the Principal Guarantors act as the principal financing entities for the Group (**Financing Subsidiaries**). The borrowings of each Financing Subsidiary are generally guaranteed by each other Financing Subsidiary and by the Principal Guarantors. Each of the current Financing Subsidiaries is an Issuer and a Subsidiary Guarantor.

The Financing Subsidiaries' borrowings and the guarantees of those borrowings are substantially all on an unsecured basis, but may be secured subject to the terms of the applicable negative pledge set out in Condition 4 and other undertakings which apply under Lendlease's financing arrangements.

Borrowings may also be undertaken by Subsidiaries that are not Guarantors and such borrowings may (subject to the negative pledge set out in Condition 4) be secured or unsecured.

The table below sets out the debt maturity profile of Lendlease's drawn and undrawn facilities as at 30 June 2020.

As at 30 June 2020

	Maturity	Facility Amount <sup>1</sup> A\$m	Facility Used A\$m
<b>Commercial Notes</b>			
£300 million Euro CP programme	March 2021	536	134
£300 million UK Bond Issue	October 2021	535	535
US\$400 million Reg S Notes	May 2026	575	575
S\$300 million Reg S Notes	April 2027	311	311
A\$80 million medium term notes	December 2028	79	79
		<b>2,036</b>	<b>1,634</b>
<b>Bank Credit Facilities</b>			
A\$1,800 million Syndicated Cash Advance Facility <sup>2</sup>	December 2021 / September 2022	1,800	-
A\$800 million Syndicated Loan Facility	May 2022	800	-
£400 million Club Revolving Credit Facility	March 2023	714	-
A\$960 million Syndicated Loan Facility	March 2024	960	725
CNY871 million Bank Facility	January 2025	179	29
Other	July 2029	8	7
		<b>4,461</b>	<b>761</b>
Bank overdrafts		124	-
<b>Total</b>		<b>6,621</b>	<b>2,395</b>

<sup>1</sup> Gross facility measured at amortised cost using the effective interest rate method as recorded in the financial statements.

<sup>2</sup> A\$1,800 million Syndicated Cash Advance Facility matures in December 2021 (A\$900 million) and September 2022 (A\$900 million).

There has been no material change to the capitalisation of the Group since 30 June 2020.

### Liquidity management

The Group's liquidity risk exposure is monitored with a view to maintaining sufficient levels of cash and committed credit facilities to meet financial commitments as and when they fall due.

Liquidity risk is reduced through prudent cash management, aiming to ensure sufficient levels of cash are maintained to meet working capital requirements. It also allows flexibility of liquidity by seeking to match maturity profiles of short term investments with cash flow requirements, and timely review and renewal of credit facilities.

## DESCRIPTION OF THE ISSUERS

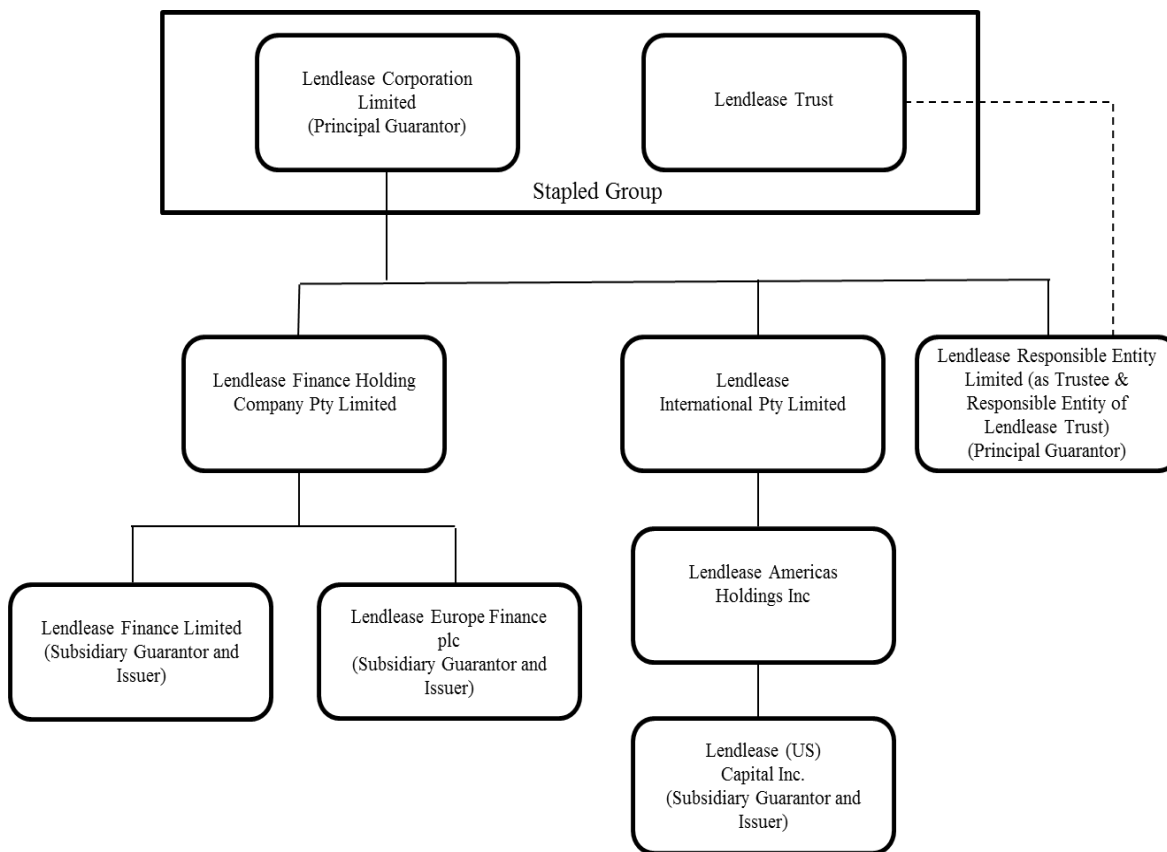
### Business Overview

The Issuers are the principal financing Subsidiaries of the Principal Guarantors, and their principal business activities are to undertake external borrowings and on-lend the borrowed funds within the Group to fund the Group’s operations and businesses.

As a result of these activities the Issuers’ assets are principally in respect of loans made by each of them to other members of the Group and their liabilities are principally in respect of its external borrowings and loans received by them from other members of the Group.

Each Issuer’s borrowings are generally guaranteed by each Principal Guarantor and each other Subsidiary Guarantor.

The following diagram shows the position of the Issuers and the Guarantors within the Group:



The above diagram is for illustrative purposes only to reflect the position of the Issuers and Guarantors in the Group and does not show all Subsidiaries within the Group.

## Corporate Details

### *Lendlease Finance Limited*

Lendlease Finance Limited was incorporated on 19 June 1986 with limited liability in Australia. All of the shares in Lendlease Finance Limited are indirectly held by Lendlease Corporation Limited (through its wholly-owned Subsidiary, Lendlease Finance Holding Company Pty Limited). Lendlease Finance Limited's registered office is at Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, Sydney, New South Wales, Australia and its Board of directors and company secretary are set out in the table below.

<b>Position</b>	<b>Name</b>
Director	Frank R. Krile
Director	Simon G. Benson
Director	Paul J. Hooper
Company Secretary	Susan A. Westlake
Company Secretary	Katrina B. Smith

### *Lendlease Europe Finance plc*

Lendlease Europe Finance plc was incorporated on 17 March 2000 with limited liability in England. All of the shares in Lendlease Europe Finance plc are indirectly held by Lendlease Corporation Limited (through its wholly-owned Subsidiary, Lendlease Finance Holding Company Pty Limited). Lendlease Europe Finance plc's registered office is at 20 Triton Street, Regent's Place, London NW1 3BF and its Board of directors and company secretary are set out in the table below

<b>Position</b>	<b>Name</b>
Director	Thomas L. Mackellar
Director	Elma P. Morris
Director	Jae Hee Park
Company Secretary	Mark Packer

### *Lendlease (US) Capital Inc.*

Lendlease (US) Capital Inc. was incorporated on 19 May 2005 with limited liability in Delaware. All of the shares in Lendlease (US) Capital Inc. are indirectly held by Lendlease Corporation Limited (through its wholly-owned Subsidiary, Lendlease Americas Holdings Inc). Lendlease (US) Capital Inc.'s registered office is at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 and its Board of directors and company secretary are set out in the table below.

<b>Position</b>	<b>Name</b>
Director	Denis Hickey
Director	Paul Walsh
Director	John Donohoe
Company Secretary	Peter Campbell
Assistant Company Secretary	Erica Young

### **Further Details**

For further information about the Group and its financing arrangements see “Selected Financial Information” and “Description of the Group”.



## DESCRIPTION OF THE GROUP

### Profile of the Lendlease Group

The Principal Guarantors are listed on the Australian Securities Exchange (“ASX”) and had a market capitalisation of approximately A\$8.5 billion as at 30 June 2020. The Group was founded in Sydney in 1958 and is now a leading international property and investments group with core expertise in shaping cities and creating strong and connected communities. Headquartered in Sydney, Lendlease’s people are located in four operating regions: Australia, Asia, Europe and the Americas.

The Group has end to end capabilities across all aspects of real estate – from concept and planning, to design and delivery through to funding and investment management. These capabilities are delivered in each region, in part or in full through Lendlease’s integrated business model. This combines the Group’s capabilities in the core operating segments of Development, Construction, and Investments.

### Group History - Highlights

1958 - 1959	<ul style="list-style-type: none"> <li>Lendlease Corporation is formed</li> <li>Wins contract for Sydney Opera House</li> </ul>
1960-1969	<ul style="list-style-type: none"> <li>Lendlease Corporation listed on the Sydney Stock Exchange</li> <li>Opens Australia Square, Sydney – tallest light weight concrete building at the time in Australia</li> </ul>
1970-1979	<ul style="list-style-type: none"> <li>Launches operations in Singapore and the United States</li> <li>Establishes Australia’s first listed property trust, General Property Trust</li> </ul>
1980-1989	<ul style="list-style-type: none"> <li>APPF (Australian Prime Property Fund) launches in Australia</li> </ul>
1990-1999	<ul style="list-style-type: none"> <li>Begins operating in the United Kingdom</li> <li>Develops Bluewater Shopping Centre, one of Europe’s largest retail and leisure destinations</li> <li>Acquires Bovis, UK construction company</li> <li>Joint venture with Actus, U.S. military housing business</li> </ul>
2000-2009	<ul style="list-style-type: none"> <li>Secures Victoria Harbour, Melbourne, the Group’s first major urbanisation project</li> <li>Awarded the contract to develop Barangaroo South, Sydney’s largest CBD development, over the following 10 to 15 years</li> <li>Acquires Delfin Australian communities business</li> <li>Secures first military housing contract in the U.S.</li> <li>Establishes Lendlease Asian Retail Investment Fund</li> <li>Secures Darling Harbour precinct</li> </ul>
2010-2012	<ul style="list-style-type: none"> <li>Acquires Abigroup, Baulderstone and Conneq</li> <li>Secures International Quarter London and Elephant Park, London</li> <li>Acquires Retirement Living portfolio</li> </ul>
2013-2015	<ul style="list-style-type: none"> <li>Divests Bluewater Shopping Centre, UK</li> </ul>

2016 - 2018	<p>Opens September 11 Memorial and Museum in New York City</p> <p>Secures The Exchange TRX, Kuala Lumpur and Paya Lebar Quarter, Singapore</p> <p>Secures Southbank, Chicago</p> <p>Secures the following projects bringing the development pipeline to over A\$71 billion as at 30 June 2018:</p> <ul style="list-style-type: none"> <li>- Euston Station, London</li> <li>- Milano Santa Giulia, Milan</li> <li>- Silvertown Quays, London</li> <li>- High Road West, London</li> <li>- Ardor Gardens, Shanghai</li> <li>- 30 Van Ness, San Francisco</li> </ul>
2019-2020	<p>Launches residential for rent partnership with CPP Investments in UK and Aware Super (previously First State Super) in the U.S.</p> <p>Portfolio Management Framework introduced and key gateway cities targeted</p> <p>Funds under management exceeds A\$30 billion as at 30 June 2018</p> <p>Development pipeline at A\$113 billion<sup>2</sup></p> <p>Two major urbanisation projects secured in London and San Francisco Bay Area</p> <p>Listed Lendlease Global Commercial REIT in Singapore</p> <p>APPF Commercial ranked #1 fund in GRESB<sup>3</sup> with three additional funds ranked in the global top 10</p> <p>Four climate scenarios developed and published in line with TCFD<sup>4</sup> recommendations</p> <p>New investment partnerships formed at Milano Santa Giulia; One Sydney Harbour; and Victoria Cross over station development, Sydney</p> <p>On 9<sup>th</sup> September 2020, Lendlease completed the sale of its Engineering business to Acciona Infrastructure Asia Pacific</p>

<sup>2</sup> Remaining estimated development end value as at 30 June 2020.

<sup>3</sup> Global Real Estate Sustainability Benchmark.

<sup>4</sup> Task Force on Climate Related Financial Disclosures.

## Purpose

*Together we create value through places where communities thrive.*

The Lendlease purpose statement represents the organisational why. It acknowledges the Group's rich history and future direction.

## Strategy

Lendlease's strategy is to employ its placemaking expertise and integrated business model in global gateway cities to deliver urbanisation projects and investments that generate social, environmental and economic value.

Over the next 10 years, the Group will focus its efforts on five strategic priorities:

- **Leverage competitive edge** – more than two decades of experience creating large scale mixed use urban precincts has enabled the Group to deepen its expertise and demonstrate its sophisticated placemaking capabilities via a proven track record. The Group's end to end capability across all aspects of real estate generates superior economic, social and environmental outcomes.
- **Accelerate development** – the Group has developed pathways to accelerate the delivery of its current A\$113 billion global development pipeline and will target more than A\$8 billion of completions per annum. This represents an increase of more than 80% on historical completions.
- **Scale investments** – the Group has decades of experience across multiple sectors in both listed and unlisted markets and deep relationships with approximately 150 investment partners. In addition to monetising the secured development pipeline that will increasingly produce investment grade product, the Group will launch new products that are underpinned by its competitive edge.
- **Best practice construction delivery** – Delivery capability drives value. Lendlease's construction capability has played an important role in the delivery of its urbanisation projects. Lendlease has experience with project management, design and construction excellence across a range of sectors with leading risk, safety and sustainability credentials.
- **Leadership in environmental sustainability** – Lendlease is committed to creating places that are resilient and adaptable to change, are inclusive, use resources sustainably and foster environmental and community health and wellbeing. Lendlease is committed to being a 1.5 degree aligned company. This translates into a commitment to net zero carbon emissions by 2025 and to absolute zero by 2040.

An important component of the strategy is the capital efficient land management model where land is typically drawn down in phases and payments linked to development activity. This is designed to withstand market cycles.

The strategy is supported by a strong risk management and governance framework which requires robust safety and sustainability standards and a structured approach to capital allocation.

### *Portfolio Management Framework*

Lendlease is guided by a Portfolio Management Framework that provides for a diversified earnings base by both geography and segment in order to maximise value. The Portfolio Management Framework is designed to:

- maximise long term securityholder value through a well diversified, risk adjusted portfolio;
- leverage the competitive advantage of the Group's integrated model;
- optimise the business performance relative to the outlook for the markets that Lendlease operates in, on a long term basis; and
- provide financial strength to execute the strategy, maintain an investment grade credit rating and the capacity to both absorb and respond to market volatility.

### **Overview of Lendlease's core operating segments**

Lendlease has three core operating segments: Development, Construction and Investments.

#### **Development**

The Development segment comprises activities across urbanisation, residential and retirement communities, and infrastructure development. Financial returns for the segment are generated via development margins, development management fees and origination fees.

Lendlease manages the entire development process from securing land, creating masterplans, consulting with authorities and communities, through to project management, sales and leasing.

During the year ended 30 June 2020, Lendlease secured two major urbanisation projects with a combined estimated end value of A\$37 billion, being:

- Thamesmead Waterfront, London with more than 11,500 homes; and
- San Francisco Bay Area project with more than 15,000 homes.

Lendlease also completed Paya Lebar Quarter, Singapore in FY2020, a new lifestyle precinct including a retail mall, three grade A office towers and 429 residential apartments.

An investment partnership with Australian Prime Property Fund Commercial was formed to deliver the 58,000 square metre Victoria Cross over station development in Sydney, which has an estimated end value of A\$1.2 billion. A partnership was formed with PSP Investments, one of Canada's largest pension funds, to develop the estimated A\$4 billion Milano Santa Giulia project.

The Development segment contributed 57 per cent of the Group's Core Operating EBITDA for FY2020. The development pipeline had an estimated development end value of A\$113 billion as at 30 June 2020.

#### *Urbanisation*

Lendlease's core strategy is focused on urbanisation in targeted gateway cities. The integrated model is fundamental in delivering these projects. Working with the Development segment, the Construction segment is responsible for design and delivery of the projects, while the Investments segment attracts investment partners for financing.

Lendlease's first major<sup>5</sup> urbanisation project was secured in Melbourne, Australia almost two decades ago and still offers a substantial residential pipeline. This is typical of the urbanisation projects Lendlease secures, being long dated, capital efficient, whole of precinct and spanning multiple property cycles. In recent years, Lendlease has broadened the urbanisation platform via targeted gateway cities. These include projects in London, Milan, Chicago and the San Francisco

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<sup>5</sup> Projects with an estimated development end value greater than A\$1 billion.

Bay Area. These projects form part of a portfolio that comprises 21 major projects across 9 gateway cities. Lendlease's sustainability credentials have been critical in the selection process to secure urbanisation projects.

As at 30 June 2020, the urbanisation pipeline is expected to produce more than 56,000 residential units and more than 50 commercial buildings.

#### *Residential and retirement communities*

For more than 50 years Lendlease has created and delivered new suburban communities. These range from inner urban villages to large scale, masterplanned communities with integrated town centres. As at 30 June 2020, Lendlease has 17 active projects in key population growth corridors that are anticipated to deliver approximately 47,000 individual land parcels.

Lendlease's development expertise in retirement was recently extended to Shanghai where approximately 850 senior living homes are being delivered with an expected completion date<sup>6</sup> in FY2022.

In the U.S., Lendlease's Military Housing portfolio is expected to offer periodic redevelopment opportunities.

#### *Infrastructure development*

Lendlease provides infrastructure development services for public-private partnership projects in Australia. Financial arrangements, and transactional and other advisory services, are delivered in the capacity of sponsor for projects in a range of sectors, predominantly in social infrastructure. The Sydney International Convention, Exhibition and Entertainment Precinct was one such project.

### **Construction**

The Construction segment provides project management, design and construction services across a wide range of sectors. Financial returns for the segment are generated via project management and construction management fees and construction margins<sup>7</sup>.

Lendlease has delivered construction projects around the world for over 60 years. The Construction segment combines the benefits of global scale and decades of corporate knowledge with a localised capability, capacity and network to deliver quality projects. Specialist design and project management teams combine sector and product knowledge with established customer relationships to create places that are innovative, sustainable and commercially viable.

Lendlease's risk management processes have evolved from decades of experience and includes disciplined origination and diversity by client, contract type and sector. Substantial de-risking takes place prior to the commencement of construction. Production and programming controls monitor and manage delivery, while a rigorous commissioning process is applied for a smooth transition to the client.

During the year ending 30 June 2020, A\$7.5 billion of new work was secured including Curtin University School of Design and Built Environment, Perth, HMAS Watson Redevelopment Delivery Phase, Sydney and 4 Hudson Square, New York. Completed projects during the period include Wesley Place, Melbourne<sup>8</sup>, 60 Martin Place, Sydney and Paya Lebar Quarter, Singapore.

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<sup>6</sup> Based on expected completion date of underlying buildings, subject to change in delivery program.

<sup>7</sup> From external clients only.

<sup>8</sup> Formerly 130 Lonsdale Street, Melbourne.

The Construction segment contributed 18 per cent of the Group's Core Operating EBITDA for FY2020 and had a backlog revenue (being the balance of work to be completed under existing construction contracts) position as at 30 June 2020 of A\$14 billion.

#### *Areas of expertise*

Lendlease is one of Australia's largest construction companies and in 2020 was named the top infrastructure contractor for the Australian Department of Defence<sup>9</sup>. In the U.S., Lendlease has been ranked the top multi-family residential contractor<sup>10</sup> for 20 consecutive years. Across Europe, Lendlease is well placed to participate in the integrated delivery of the region's estimated A\$50 billion<sup>11</sup> urbanisation pipeline. Lendlease's Asian business has specialist expertise in the life sciences, education and telecommunications sectors. In Japan, Lendlease has delivered more than 75,000 telecommunications towers and rooftop antenna sites as at 30 June 2020.

#### *Construction's role in Lendlease's integrated model*

The Construction segment typically designs and delivers the built form of its urbanisation pipeline. Paya Lebar Quarter is an example of where Lendlease's delivery expertise and the certainty provided to partners on long dated projects is an important part of its offering.

#### *Innovation*

Lendlease's investment in smart design and advanced manufacturing has improved safety, sustainability and efficiency, and has created architectural and sustainable solutions. Lendlease has innovated in the manufacture and use of engineered timber in Australia, and now uses the product across its global business. Lendlease has also developed other product solutions across supply chain, prefabrication and modularisation.

### **Investments**

The Investments segment owns and manages property and infrastructure assets. Financial returns for the segment are generated via fund and asset management fees and income and capital growth from ownership interests.

For decades, Lendlease has been managing funds and assets for some of the world's largest money managers including sovereign wealth funds and large public and private pension funds. Lendlease's expertise spans many property sectors across both unlisted and listed property trusts and mandates. The Group has relationships with approximately 150 institutional investment partners. Lendlease offers research led investment capability supported by active asset management with leadership in sustainability. The investments product created through Lendlease's integrated model, offers investment partners diverse, long term investment choices on a global scale.

The Investments segment contributed 25 per cent of the Group's Core Operating EBITDA for FY2020. As at 30 June 2020, Lendlease had A\$36 billion of FUM and A\$29 billion of assets under management.

Lendlease's investments held in various funds it manages had a total market value (based on the Group's assessment of the market value of projects) of A\$3.7 billion as at 30 June 2020.

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<sup>9</sup> Australian Defence Magazine Dec 2019 / Jan 2020 edition

<sup>10</sup> As ranked by ENR Sourcebook for Top25 Multi-Unit Residential.

<sup>11</sup> Remaining estimated development end value.

### *Funds management*

Lendlease's global funds management platform manages A\$36 billion of investments predominantly across the office, retail and residential sectors. The majority of that growth has been generated from the completion of assets across the urbanisation projects. The Paya Lebar Quarter, completed in FY2020 in Singapore, has contributed A\$3.3 billion of FUM.

Lendlease launched the Lendlease Global Commercial REIT in Singapore in FY2020. The REIT was seeded with the 313@somerset retail mall in Singapore and three office properties adjacent to the Milano Santa Giulia project in Milan.

Maintaining strong alignment with its investment partners, Lendlease has A\$2 billion of co-investments in its funds platform as at 30 June 2020.

### *Asset management*

Lendlease has been managing retail centres across the world for more than 50 years and currently manages retail and office assets valued at more than A\$15 billion.

Lendlease seeks to continually revitalise its assets to stay ahead of industry trends and deliver optimal customer experiences. The introduction of digital tools throughout its global retail portfolio, such as the Lendlease Plus App in Singapore, has provided its malls' customers with the latest access to many benefits and provided new opportunities for its members during COVID-19. Digital technology has also been key in communicating with more than 3,100<sup>12</sup> retailers within its Australian retail portfolio, providing a seamless customer experience.

### *Residential*

In the US, Lendlease manages a A\$13.6 billion military housing portfolio. The portfolio comprises approximately 40,000 residential and more than 12,000 lodging units across 50 military housing communities. Lendlease has long term agreements with the U.S. Department of Defense to manage these estates for military personnel and their families. The Group added residential for rent to the asset management platform in FY2020.

### *Retirement Living*

Lendlease is one of the largest owners, operators and developers of retirement living communities in Australia. Lendlease's footprint extends nationally across 72 villages and offers a range of accommodation options including premium resort style living and a variety of standalone units and apartments. Lendlease draws on its significant placemaking and asset management skills to provide a strong sense of community for its approximate 17,000 residents.

### *Other investments*

Lendlease's other investments include telecommunications assets and an equity interest in the U.S. Military Housing portfolio.

## **Overview of Lendlease's non-core operating segment**

The non-core segment comprises the Engineering and Services businesses in Australia.

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<sup>12</sup> Figure as at 31 December 2019.

On 9 September 2020, Lendlease completed the sale of its Engineering business to Acciona Infrastructure Asia Pacific.

The Melbourne Metro Tunnel project, NorthConnex and Kingsford Smith Drive projects are being retained by Lendlease. The Cross Yarra Partnership consortium for the Melbourne Metro Tunnel project is continuing to work with the Victorian Government on a confidential basis to resolve issues in relation to the scope and costs on the project. NorthConnex is expected to be operational in the coming months and the Kingsford Smith Drive project in Brisbane is scheduled to complete by 31 December 2020.

The sale process for the Services business has been paused as a result of current market conditions. While the business has been performing well, it is non-core and is expected to be divested in future periods.

### **Focus areas**

Lendlease has five focus areas that seek to create long term value. This underpins Lendlease's ability to create safe, economic and sustainable outcomes.

*Health & Safety:* Operating safely across Lendlease's operations and projects. Maintaining the health and wellbeing of its employees and those who engage with its assets and sites.

*Financial:* Delivering securityholder returns. Maintaining strong capital management to support ongoing investment in the future pipeline.

*Customers:* Understanding customers and responding to changes in the market. Designing and delivering innovative, customer driven solutions to ultimately deliver the best places.

*People:* Attracting, developing and retaining diverse talent. Ensuring Lendlease has the right capability across the organisation to deliver results for all stakeholders.

*Sustainability:* Managing and optimising Lendlease's performance in the context of challenges facing the built environment, including climate change and social pressures such as population growth and housing affordability.

### **Core Values**

The Core Values of Lendlease underpin how the Group does business, how it interacts with stakeholders, and how its people operate in the workplace. The Core Values are promoted across the Group and are as follows:

- **Respect:** be dedicated to relationships.
- **Integrity:** be true to our word
- **Innovation:** be challenging in our approach
- **Collaboration:** be one team
- **Excellence:** be exceptional in everything we do
- **Trust:** be open and transparent



## **OWNERSHIP STRUCTURE AND MANAGEMENT**

### **Legal Framework and Ownership Structure**

The Group operates under a “stapled” ownership structure comprising a company, Lendlease Corporation Limited, and a trust, Lendlease Trust, the ordinary shares and units (respectively) of which are “stapled” on a one-for-one basis and traded as a single stapled security on the ASX under the ticker symbol “LLC”. The trustee of the Lendlease Trust is Lendlease Responsible Entity Limited, all the shares in which are owned by Lendlease Corporation Limited.

The Lendlease Trust is a registered managed investment scheme regulated by the Australian Corporations Act. As a registered managed investment scheme, Lendlease Trust is required by the Australian Corporations Act to have a responsible entity to operate the scheme and perform the functions conferred on the responsible entity by the scheme’s constitution and the Australian Corporations Act. The trustee of the Lendlease Trust, Lendlease Responsible Entity Limited, is also its responsible entity. As responsible entity, Lendlease Responsible Entity Limited is required to act in the best interests of the unitholders of the Lendlease Trust and, if there is a conflict between the unitholders interests and the interests of the responsible entity, give priority to the former. Pursuant to an instrument issued by the Australian Securities and Investments Commission dated 12 October 2009, Lendlease Responsible Entity Limited is permitted, when determining what is in the best interests of the unitholders of the Lendlease Trust, to have regard to the interests of the unitholders arising from their holding of shares in Lendlease Corporation Limited.

Under applicable accounting standards, Lendlease Trust is treated as a controlled entity of Lendlease Corporation Limited and consolidated in its financial statements.

The stapled structure allows income derived from passive assets held by the trust to be taxed in the hands of the individual security holders at their marginal tax rate rather than being taxed in the hands of Lendlease at the company tax rate. The Group adopted the stapled structure in November 2009 to enable the Group to offer securityholders a more efficient way to access income from passive investments, which may enhance the returns from holding Lendlease securities.

The Issuers are subsidiaries of Lendlease Corporation Limited.

As at 30 June 2020, there were approximately 688 million stapled securities on issue with a market capitalisation of A\$8.5 billion.

### **Management**

#### **Board of Directors**

The Boards of directors of Lendlease Corporation Limited and Lendlease Responsible Entity Limited are responsible for the corporate governance of the Lendlease Group. The members of the Boards of directors of each of Lendlease Corporation Limited and Lendlease Responsible Entity Limited are the same, and are set out under below. The Board meets as often as necessary to fulfil its role. Directors are required to allocate sufficient time to the Group to perform their responsibilities effectively, including adequate time to prepare for Board meetings.

The details of the current members of the Board are as follows:

<b>Name</b>	<b>Role</b>	<b>Director Since</b>
M J Ullmer, Officer of the Order of Australia (AO)	Chairman Independent Non Executive Director	Mr Ullmer joined the Board in December 2011 and was appointed Chairman in November 2018
S B McCann	Group Chief Executive Officer and Managing Director Executive Director	Mr McCann was appointed Group Chief Executive Officer in December 2008 and joined the Board as Managing Director in March 2009
C B Carter, Member of the Order of Australia (AM)	Independent Non Executive Director	April 2012
P M Coffey	Independent Non Executive Director	January 2017
D P Craig	Independent Non Executive Director	March 2016
J S Hemstritch	Independent Non Executive Director	September 2011
E M Proust, Officer of the Order of Australia (AO)	Independent Non Executive Director	February 2018
N M Wakefield Evans	Independent Non Executive Director	September 2013
R Welanetz	Independent Non Executive Director	March 2020

A short biography of each member of the Board is set out below:

### **Michael J. Ullmer, AO**

#### **Chairman (Independent Non Executive Director)**

Mr Ullmer brings to the Board extensive strategic, financial and management experience accumulated over his career in international banking, finance and professional services. He was the Deputy Group Chief Executive Officer of the National Australia Bank (“**NAB**”) from 2007 until he retired in August 2011. He joined NAB in 2004 as Finance Director and held a number of key positions including Chairman of the subsidiaries Great Western Bank (US) and JB Were. Prior to NAB, Mr Ullmer was at Commonwealth Bank of Australia, initially as Group Chief Financial Officer and then Group Executive with responsibility for Institutional and Business Banking. Before that he was a Partner at accounting firms KPMG (1982 to 1992) and Coopers & Lybrand (1992 to 1997). Mr Ullmer has a degree in mathematics from the University of Sussex. He is a Fellow of the Institute of Chartered Accountants, a Senior Fellow of the Financial Services Institute of Australia, and a Fellow of the Australian Institute of Company Directors.

*Listed Company Directorships (held within the last three years)*

- Non Executive Director of Woolworths Limited (appointed January 2012)

*Other current appointments*

- Chairman of the Melbourne Symphony Orchestra

*Board Committee Memberships*

- Member of the Audit Committee
- Member of the Nomination Committee
- Member of the People & Culture Committee
- Member of the Risk Committee
- Member of the Sustainability Committee

**Stephen B. McCann**

**Group Chief Executive Officer and Managing Director (Executive Director)**

Mr McCann was appointed Group Chief Executive Officer (CEO) in December 2008 and joined the Board as Managing Director in March 2009.

Mr McCann joined Lendlease in 2005. Prior to his appointment as Group CEO, Mr McCann was Group Finance Director, appointed in March 2007 and CEO for Lendlease's Investment Management business from September 2005 to December 2007. Mr McCann is a highly regarded and experienced business leader with over 25 years of executive experience. Prior to joining Lendlease, Mr McCann had 15 years' experience in property, funds management, investment banking and capital markets transactions gained through senior leadership roles at ABN AMRO and as Head of Property at Bankers' Trust. Previous roles included four years as a Mergers and Acquisitions lawyer at Freehills and four years in taxation accounting. Mr McCann is a member of the Business Council of Australia and the Property Council of Australia's Property Male Champions of Change. In 2013 Mr McCann was announced as the Property Person of the Year by the Urban Taskforce Australia. Mr McCann holds a Bachelor of Economics (Finance major) and a Bachelor of Laws from Monash University in Melbourne, Australia.

*Other Directorships and Positions*

- Nil

*Board Committee Memberships*

- Member of the Risk Committee

**Colin B. Carter AM**

**Independent Non Executive Director**

Mr Carter joined the Board in April 2012.

Mr Carter is one of the founding partners of The Boston Consulting Group in Australia, retiring as a Senior Partner in 2001, and continues as an advisor with that company. He has over 30 years

experience in management consulting advising on organisational, strategy and governance issues. His career has included major projects in Australia and overseas. Mr Carter has wide industry knowledge on corporate governance issues and has carried out Board performance reviews for a number of companies. He has co-authored a book on Boards, "Back to the Drawing Board", published by Harvard Business School Press. In January 2020, Westpac Group appointed Mr Carter as one of three members to an Advisory Panel assessing Board risk governance and accountability, and making recommendations on how Westpac can improve its risk governance, financial crime and anti-money laundry processes. Mr Carter was a Non Executive Director of Wesfarmers Limited, serving on that board for 12 years. Mr Carter holds a Bachelor of Commerce degree from Melbourne University and a Master of Business Administration from Harvard Business School, where he graduated with Distinction and as a Baker Scholar. He is a Fellow of the Australian Institute of Company Directors.

*Listed Company Directorships (held within the last three years)*

- Non Executive Director of SEEK Limited (appointed March 2005, retired March 2018)

*Other current appointments*

- President of Geelong Football Club
- Director of the National Golf Club
- Director of the Australian Ballet Foundation

*Board Committee Memberships*

- Chairman of the Nomination Committee
- Member of the People and Culture Committee
- Member of the Risk Committee
- Member of the Sustainability Committee

**Philip M. Coffey**

**Independent Non Executive Director**

Mr Coffey joined the Board in January 2017.

Mr Coffey served as the Deputy Chief Executive Officer of Westpac Banking Corporation, from April 2014 until his retirement in May 2017. As the Deputy CEO, Mr Coffey had the responsibility of overseeing and supporting relationships with key stakeholders of Westpac including industry groups, regulators, customers and government. He was also responsible for the Westpac's Mergers & Acquisitions function. Prior to this role, Mr Coffey held a number of executive positions at Westpac including Chief Financial Officer and Group Executive, Westpac Institutional Bank. He has successfully led operations based in Australia, New Zealand, the United States, the United Kingdom and Asia and has extensive experience in financial markets, funds management, balance sheet management and risk management. He began his career at the Reserve Bank of Australia and has also held executive positions at Citibank. Mr Coffey holds a Bachelor of Economics (Hons) from the University of Adelaide and has completed the Executive Program at Stanford University Business School. He is a graduate member of the Australian Institute of Company Directors and a Senior Fellow of the Financial Services Institute of Australasia.

*Listed Company Directorships (held within the last three years)*

- Non Executive Director of Macquarie Group Limited (appointed August 2018)

*Other current appointments*

- Director of Clean Energy Finance Corporation Board

*Board Committee Memberships*

- Chairman of the Risk Committee
- Member of the Audit Committee
- Member of the Nomination Committee
- Member of the People and Culture Committee

**David P. Craig**

**Independent Non Executive Director**

Mr Craig joined the Board in March 2016.

Mr Craig is a business leader with a successful international career spanning over 37 years in finance, accounting, audit, risk management, strategy and mergers and acquisitions, in the banking, property and professional services industries. He was the Chief Financial Officer (CFO) of Commonwealth Bank of Australia from 2006, through the global financial crisis, until he retired in June 2017. At Commonwealth Bank, he was responsible for leading the finance, treasury, property, security, audit and investor relations teams. Mr Craig's previous leadership roles have included CFO for Australand Property Group, Global CFO for PwC Consulting and a Partner at PwC (17 years). As well as his role as CFO of Australand Property Group (now Frasers), Mr Craig was responsible for Property for the last 22 years of his executive career, including overseeing three significant property transformations at Commonwealth Bank. Mr Craig holds a Bachelor of Economics from the University of Sydney. He is a Fellow of the Institute of Chartered Accountants, ANZ and a Fellow of the Australian Institute of Company Directors.

*Listed Company Directorships (held within the last three years)*

- Nil

*Other current appointments*

- President of the Financial Executives Institute of Australia
- Deputy Chairman of the Victor Chang Cardiac Research Institute

*Board Committee Memberships*

- Chairman of the Audit Committee
- Member of the Nomination Committee
- Member of the People and Culture Committee
- Member of the Risk Committee

## **Jane S. Hemstritch**

### **Independent Non Executive Director**

Ms Hemstritch joined the Board in September 2011.

Ms Hemstritch has extensive senior executive experience in information technology, communications, change management and accounting. She also has broad experience across the financial services, telecommunications, government, energy and manufacturing sectors and in business expansion in Asia. During a 25 year career with Accenture and Andersen Consulting, Ms Hemstritch worked with clients across Australia, Asia and the U.S. Ms Hemstritch was Managing Director Asia Pacific for Accenture from 2004 until her retirement in 2007. She was a member of Accenture's global Executive Leadership Team and oversaw the management of Accenture's business in the Asia Pacific region which spanned 12 countries and included 30,000 personnel. Ms Hemstritch has a Bachelor of Science in Biochemistry and Physiology from the University of London and is a Fellow of the Institutes of Chartered Accountants in Australia and in England and Wales. She is a Member of Chief Executive Women.

#### *Listed Company Directorships (held within the last three years)*

- Non Executive Director of Telstra Corporation Limited (appointed August 2016, retired January 2019)
- Non Executive Director of Tabcorp Holdings Ltd (appointed November 2008, retired October 2017)

#### *Other current appointments*

- President of the Board of the Walter and Eliza Hall Institute of Medical Research

#### *Board Committee Memberships*

- Member of the Audit Committee
- Member of the People and Culture Committee
- Member of the Nomination Committee
- Member of the Risk Committee

## **Elizabeth M. Proust, AO**

### **Independent Non Executive Director**

Ms Proust joined the Board in February 2018.

Ms Proust is one of Australia's leading business figures and has had a diverse career holding leadership roles in the public and private sectors for over 30 years. Ms Proust spent eight years at ANZ Group including four years as Managing Director of Esanda, Managing Director of Metrobanking and Group General Manager, Human Resources, Corporate Affairs and Management Services. Before joining ANZ, Ms Proust was Secretary (CEO) of the Department of Premier and Cabinet (Victoria), and Chief Executive of the City of Melbourne. Ms Proust has extensive board experience on listed and private companies, subsidiaries and joint ventures, as well as government and not-for-profit boards. She was made an Officer of the Order of Australia in 2010 for distinguished service to public administration and to business, through leadership roles in government and private enterprise, as a mentor to women, and to the community through contributions to arts, charitable and

educational bodies. Ms Proust holds a Bachelor of Arts (Hons) from La Trobe University and a Bachelor of Laws from the University of Melbourne.

*Listed Company Directorships (held within the last three years)*

- Nil

*Other current appointments*

- Chairman of Nestle (Australia)
- Chairman of the Westpac Victoria Advisory Board
- Chairman of Cuscal Limited

*Board Committee Memberships*

- Chairman of the People and Culture Committee
- Member of the Nomination Committee
- Member of the Risk Committee
- Member of the Sustainability Committee

**Nicola M. Wakefield Evans**

**Independent Non Executive Director**

Ms Wakefield Evans joined the Board in September 2013.

Ms Wakefield Evans is an experienced business leader and a non executive director with broad ranging commercial, business management, strategy and legal experience gained over a 30 year international career. Ms Wakefield Evans held several key management positions at King & Wood Mallesons including Managing Partner International in Hong Kong where she was responsible for the overall governance and strategic positioning of the business in the Asia region. In addition to holding a number of senior management and leadership roles, Ms Wakefield Evans has had a diverse career as one of Australia's leading corporate finance lawyers. Ms Wakefield Evans has extensive experience in the financial services, resources and energy and infrastructure sectors. She has extensive international experience, having worked in Australia, New York and Hong Kong. Ms Wakefield Evans was included in the Australian Financial Review and Westpac Group's inaugural list of "Australia's 100 Women of Influence". She is a member of Chief Executive Women. Ms Wakefield Evans holds a Bachelor of Jurisprudence and Bachelor of Laws degree from the University of New South Wales and is a qualified lawyer in Australia, Hong Kong and the United Kingdom.

*Listed Company Directorships (held within the last three years)*

- Non Executive Director of Macquarie Group Limited (appointed February 2014)

*Other current appointments*

- Chair of 30% Club, Australia
- Director of the Clean Energy Finance Corporation
- Director of UNSW Foundation Limited

- Director of Australian Institute of Company Directors
- Director of MetLife Australia
- Director of Goodes O’Loughlin (GO) Foundation Limited
- Member of the Takeovers Panel

*Board Committee Memberships*

- Chairman of the Sustainability Committee
- Member of the Nomination Committee
- Member of the Audit Committee
- Member of the Risk Committee

**Robert Welanetz**

**Independent Non Executive Director**

Mr Welanetz joined the Board in March 2020.

Mr Welanetz is based in the U.S. and has significant executive, advisory, strategic and operational experience in the property and construction sectors, gained over an international career spanning over 40 years. In his most recent role, Mr Welanetz served as Chief Executive Officer in the property division of Majid Al Futtaim (“MAF”), based in Dubai, where he had overall responsibility for managing MAF’s property portfolio and development pipeline. Mr Welanetz retired from that position in 2018. Prior to joining MAF, Mr Welanetz spent over seven years in a global role in Blackstone’s Real Estate Group advising and identifying acquisition opportunities in retail real estate and providing strategic guidance for Blackstone’s portfolio of retail assets and retail operating companies. Mr Welanetz also served as Chief Executive Officer of Shanghai Kinghill Ltd, based in China, with responsibility for the operations and delivery of retail and development projects in mainland China. Prior to this, Mr Welanetz was President and Chief Executive Officer, Retail at Jones Lang LaSalle Inc Americas. Mr Welanetz holds a Bachelor of Science degree from Colorado State University. He is a former Chairman of the International Council of Shopping Centres and served on the board of Galileo Property Trust, an Australian shopping centre investor.

*Listed Company Directorships (held within the last three years)*

- Nil

*Board Committee Memberships*

- Member of the Nomination Committee
- Member of the Risk Committee
- Member of the People and Culture Committee
- Member of the Sustainability Committee



## **Committees of the Board**

The Board recognises the essential role of committees (the "Committees") in guiding the Guarantor Group on specific issues. Committees address important corporate issues, calling on senior management and external advisors prior to making a final decision or making a recommendation to the full Board.

There are five permanent Committees of the Board.

### *Audit Committee*

The Audit Committee assists the Board with its oversight responsibilities in relation to accounting policies and practices, tax matters, treasury reporting, monitoring of internal financial controls, internal and external audit functions and financial reporting of the Group.

### *People and Culture Committee*

The People and Culture Committee assists the Board with its oversight responsibilities in relation to establishing people management, diversity, talent and remuneration/compensation policies for the Group.

### *Risk Committee*

The Risk Committee assists the Board with its oversight responsibilities in relation to risk management and internal control systems, risk policies and practices, compliance and approvals of project transactions of the Group. The Risk Committee also has another important role – to review, and if approved, recommend to the Board for approval major transactions as referred to the Committee by the Global Investment Committee. Given the review of major transactions moving to the Risk Committee, all members of the Board including the Managing Director and CEO, are members of the Risk Committee.

### *Sustainability Committee*

The Sustainability Committee assists the Board in monitoring the decisions and actions of management in achieving Lendlease's aspiration to be a sustainable organisation. Sustainability is viewed as encompassing how Lendlease conducts business through the pursuit of workplace safety, a commitment to corporate social responsibility, environmentally sustainable solutions and employee diversity, development and opportunity. Lendlease is strategically and culturally committed to achieving commercial success in ways that honour ethical values and respect people, communities and the natural environment.

### *Nomination Committee*

The Nomination Committee advises and supports the Board to fulfil responsibilities to securityholders to assure that the Board is comprised of individuals who in combination bring a mix of expertise, skills, experience and perspectives and contribute to the discharge of diligent oversight and effective corporate governance of the Group. The Nomination Committee also oversees activities for Director development and oversees the reviews of Board, Committee and Director performance.

## **Key Management Personnel**

The Key Management Personnel of the Lendlease Group as at 30 June 2020, in addition to Stephen B. McCann, Group Chief Executive Officer and Managing Director, are listed below (in alphabetical order):

### **Hans Dekker**

#### **Group Head of Engineering and Building**

Mr Dekker was appointed Group Head of Engineering and Building in May 2018, and is based in Sydney. He oversees all aspects of Lendlease's Australian Construction business and is responsible for setting Lendlease's global construction agenda which includes driving operational excellence with consistency in Lendlease's project delivery process.

Mr Dekker has extensive experience in construction and project management and brings more than 28 years of global experience to Lendlease. He held various project and executive positions in Europe, Asia and the U.S. Prior to joining Lendlease Mr Dekker was leading Fluor's global Infrastructure Business and was responsible for driving global growth and performance across various markets including commercial & institutional, transportation, civil infrastructure, offshore wind and operation and asset management.

He served as Director on the board of joint venture partnerships and special purpose entities of major infrastructure and development projects.

Mr Dekker has a Masters of Science Degree in Systems & Control from Delft University of Technology, The Netherlands. He is also a graduate of the Thunderbird University's International Management Program.

Mr Dekker was an active member of the Construction Industry Round Table (CIRT) and the Construction Industry Safety (CISI) group, comprised of CEOs from leading U.S. engineering and construction firms.

### **Tarun D. Gupta**

#### **Group Chief Financial Officer**

Mr Gupta was appointed Group Chief Financial Officer in May 2016, and is based in Sydney.

Mr Gupta joined Lendlease in 1994 and has held a number of senior executive positions within Lendlease. Prior to his current role Mr Gupta was Chief Executive Officer, Property, Australia for over three years where he oversaw significant growth and strong performance of Lendlease's Australian Urban Regeneration, Communities, Retirement and Investment Management businesses.

Mr Gupta has also held various roles in investment, asset and development management businesses, including Global Head of Investment Management, Chief Investment Officer Asia Pacific, Chief Executive Officer for the Investment Management business in Australia and Fund Manager of Australian Prime Property Fund, Lendlease's flagship unlisted fund.

Mr Gupta has held the positions of Deputy Chair of the Green Building Council of Australia and Director of Property Council Australia.

Mr Gupta holds a Bachelor of Economics (Honours) from the University of Delhi and a Master of Business Administration (MBA) from the University of Newcastle.

## **Denis Hickey**

### **Chief Executive Officer, Americas**

Mr Hickey was appointed Chief Executive Officer of the Americas in August 2014 and is based in New York. Mr Hickey oversees all aspects of the Lendlease business in the United States.

Mr Hickey joined Lendlease in 2012, and prior to his current role was Managing Director of Lendlease's Australian development business.

Mr Hickey brings more than 25 years' experience to Lendlease, working across all aspects of real estate development and investment management, where he has been responsible for activities including retail, residential, office, retirement, apartments and major urban renewal projects. Prior to joining the Group Mr Hickey was Chief Executive of ING Real Estate, Australia and held senior executive positions at Stockland and Jennings Group Limited.

Mr Hickey received a Bachelor of Business Degree from Monash University and has completed an Advanced Management Program at Harvard University.

## **Anthony Lombardo**

### **Chief Executive Officer, Asia**

Mr Lombardo was appointed Chief Executive Officer of Asia in May 2016 and is based in Singapore.

Mr Lombardo has led the repositioning of the Asia business strategy and steered its growth over the last 4 years. Under his leadership, the S\$3.7 billion Paya Lebar Quarter mixed use integrated development was completed in December 2019. Lendlease listed its Global Commercial REIT on Singapore Exchange (SGX) on 2 October 2019, where Mr Lombardo is a Non-Independent Non-Executive Director of the Manager, Chairman of the Board and a Member of the Audit and Risk Committee. In addition, he also spearheaded the launch of a US\$1 billion Data Centre Fund in Asia-Pacific.

Mr Lombardo was previously Group Chief Financial Officer based in Sydney from November 2011 to May 2016. He joined Lendlease in July 2007 as Group Head of Strategy and Mergers & Acquisitions (M&A). In this role Mr Lombardo led a number of initiatives including refocusing the Group's overall business strategy.

Prior to joining Lendlease, Mr Lombardo spent almost ten years at GE, with responsibilities across numerous functional disciplines including Strategy, M&A and Finance, for both GE Capital and GE Corporate. Mr Lombardo gained international experience during his last three and a half years with GE Capital. Based in Connecticut, USA he was Vice President - Strategy of GE Money and, prior to that, Director of M&A, where he was successfully involved in closing six international transactions across Eastern Europe and SE Asia. Prior to his time at GE, Mr Lombardo worked at KPMG in Audit for four and a half years.

Mr Lombardo holds a degree in Accounting and Finance from RMIT University, and is a member of the Institute of Chartered Accountants in Australia.

## **Neil Martin**

### **Chief Executive Officer, Europe**

Mr Martin was appointed Chief Executive Officer, Europe in September 2019 and is based in London.

Mr Martin has been with Lendlease for more than 20 years and has worked in both Europe and Australia. He joined in 1990 as a Project Manager before leaving to complete qualifications in law. Once qualified he joined Mercers Solicitors and later Kier Group where Mr Martin spent time as a Construction lawyer before returning to Lendlease as a Senior Lawyer in 1999.

No longer a practicing lawyer, Neil has held several leadership roles including Global Head of Safety, Risk and Insurance, Managing Director of Construction for Europe, and most recently as Chief Operation Officer, Europe.

## **Kylie Rampa**

### **Chief Executive Officer, Property, Australia**

Ms Rampa joined Lendlease in 2013 and was appointed Chief Executive Officer of Lendlease's Australian property business in May 2016, Ms Rampa is based in Sydney.

Ms Rampa leads a diverse and unique multibillion dollar business comprising an extensive urban regeneration portfolio, residential community developments, retirement living and investment management.

Previously, Ms Rampa was Managing Director, Investment Management, Australia, where she steered the strategic growth of Lendlease's Australian Investment Management business, including retail asset management and development.

With more than 25 years' experience in Australian and global real estate, Ms Rampa has strong operational capability, along with significant investment management, asset management and development experience.

Before joining Lendlease, Ms Rampa was Chief Executive of the Gandel Group, following roles at the Macquarie Group including Head of Real Estate Advisory North America among other positions with Macquarie both in Australia and U.S., including Chief Executive for Macquarie Countrywide Trust between 2000 and 2006.

Ms Rampa is an Executive Director of Lendlease Real Estate Investments Limited and the National Vice President of the Property Council of Australia.

In 2018 the Federal Government appointed Ms Rampa as an inaugural director of the National Housing Finance and Investment Corporation, an independent Commonwealth body dedicated to improving housing affordability. She is also active on a number of NSW Government Cultural Institutions and The Sydney Opera House Trust.

Ms Rampa holds a Bachelor of Business degree from Queensland University of Technology.

## **David Andrew Wilson**

### **Group Chief Commercial and Risk Officer**

Mr Wilson was appointed to the role of Group Chief Commercial and Risk Officer in January 2018.

In this role, Mr Wilson leads the functions of Sustainability, Safety, Risk & Insurance and Operational Assurance and Performance and Practices and is responsible for endeavouring to ensure that Lendlease achieves world's best practice in risk management and operational excellence, supporting the teams in delivering on Lendlease's record pipeline across the Group.

Mr Wilson has over 35 years of experience in the property industry spanning property development, design and construction. His core skills are leadership of large projects including development strategy, concept design development, project management, brand management, risk management and human capital development. Working in Australia and Europe, Mr Wilson's career has included both business leadership and major project leadership.

Mr Wilson's business roles have included Branch Manager Retail Business Unit Lendlease, Regional Manager Civil & Civic (Lendlease) QLD, Managing Director Lendlease Projects UK, Managing Director Laing O'Rourke Portfolio Projects UK, Executive Chairman Laing O'Rourke Australia Managing Director Lendlease Barangaroo South and more recently his current role of Chief Commercial & Risk Officer Lendlease. His project roles have included the design and construction leadership of Bluewater UK; Project Management Leader of Liverpool One UK, and Managing Director of the Barangaroo South development for Lendlease.

Mr Wilson was one of the first executives in Lendlease to receive a Distinguished Executive award in 2016. He was recognised for his exceptional leadership in delivering the Barangaroo South project, his commitment to Lendlease's values and customer, and his passion for safety.

Mr Wilson holds a Bachelor of Civil Engineering from the University of Queensland. He is a board member of the Hornery Institute, a not-for-profit organisation forging stronger business models to link people and place.

### **Corporate Governance**

The Lendlease Board is committed to exceptional corporate governance policies and practices which the Board views fundamental to the long term success and prosperity of the Group. The Board regularly reviews its governance practices to address its obligations as a responsible corporate entity.

#### *Constitution*

The constitutions of LLC and Lendlease RE set the minimum number of Directors at three. The Board consists of nine directors of which eight are independent. The Group's Managing Director and CEO, Mr McCann, is the only executive on the Board.

#### *Selection of directors and responsibilities*

The Nomination Committee is responsible for the recommendations to the Board with respect to the appointment of new Directors. The aim is to have a Board comprised of Directors with an appropriate mix and balance of skills, expertise, experience, diversity and independence. Both individually and collectively, the Board considers that the Directors have an appropriate mix and balance of these attributes.

The process of selecting a new Director involves reviewing the experience of current Directors, identifying any gaps in the Board skill-sets and experience and commissioning an international

recruitment firm to identify and present appropriate candidates following a comprehensive briefing as to the Board's requirements. The Board has regard to a number of factors when reviewing candidates including technical skills and expertise, experience across relevant industries and geographic locations and diversity of background. The candidates undergo a thorough process which involves formal interviews with the Directors as well as reference checks.

In accordance with the Constitution of LLC, at each Annual General Meeting (AGM) one-third of the Directors and any other Director who will have been in office for three or more AGMs since he or she was last elected (excluding the Managing Director) must retire from office and may submit themselves for re-election. Prior to standing for election or re-election, each director undergoes a performance evaluation which is considered by the Board in making a recommendation with respect to re-election. Securityholders are also provided with all material information relevant to a decision whether or not to elect or re-elect a new Director.

New Directors must stand for election at the AGM immediately following their appointment. Board succession is reviewed throughout the year.

The Board Charter sets out the role, structure, responsibilities and operation of the Board as well as the function and division of responsibilities between the Board and senior management. The Board delegates authority for certain functions and matters necessary for the day-to-day management of the Group to the Group CEO, who then delegates to senior management as required.

#### *Meetings of the Directors and access to information*

The Board meets as often as necessary to fulfil its role and Directors are required to allocate sufficient time to perform their responsibilities effectively, including adequate time to prepare for Board meetings. There are ten scheduled Board meetings each year and additional meetings are held as required. The number of Directors required to constitute a quorum is three.

All Directors have access to Group information, senior management and employees as required to enable them to fulfil their responsibilities. Management briefings are provided at each scheduled Board meeting and Directors are regularly briefed on key business and industry developments and matters material to their role. Presentations by external speakers are organised as part of the Board program to give Directors an overview and understanding of macro-issues affecting the Group.

Any Director may seek external, independent, professional advice relating to their role as a Lendlease Director at the expense of Lendlease with the approval of the Chairman of the Board. The policy of the Board is that external advice will be made available to all Directors unless the Chairman of the Board determines otherwise. To facilitate independent decision making by the Board, the Non-Executive Directors meet at every Board meeting without management present.

#### *Ethical standards*

The Lendlease Code of Conduct, which is endorsed by the Board, sets out the standards of conduct expected of its businesses and people, regardless of location. It applies to all Directors and employees of Lendlease and operates in conjunction with its Core Values, Code of Conduct Breach Reporting and the Employee Conduct Guide. A copy of the Code of Conduct and Code of Conduct Breach Reporting can be found on the Lendlease website.

Directors are required upon their appointment to disclose to Lendlease any interests or directorships which they have with other organisations and update this information if it changes during the course of the directorship. The Lendlease Securities Trading Policy sets out the circumstances in which Directors and employees may deal in Lendlease securities. The policy complies with the requirements of the ASX Listing Rules in relation to Securities Trading Policies.

The Lendlease Group Political Donations Policy sets a firm and consistent standard across the Group with the aim of maintaining public confidence in the Group and its relationships with governments and community leaders.

Lendlease does not make party or campaign donations, whether in cash or kind, to political parties or individuals holding, or standing for, elective office (political entities), other than as approved in line with the process outlined in the policy.

The Board fully supports diversity and inclusion and has a Diversity and Inclusion Policy which is available on the Lendlease website. The People and Culture Committee is responsible for overseeing the Group's diversity strategy and its progress towards achieving the Group's measurable objectives.

#### *Audit arrangements*

KPMG is the external auditor of Lendlease and its controlled entities.

The Audit Committee is responsible for making recommendations to the Board as to the selection, re-appointment or replacement of the auditor and the rotation of the lead audit partner. The lead partner is rotated every five years.

Lendlease has a comprehensive policy to ensure that services provided by the external auditor do not impact or have the potential to impact upon their independence. All non audit services need to be approved by both the Chairman of the Audit Committee and the KPMG lead partner to ensure that the proposed arrangement does not, or will not be viewed as compromising KPMG's independence.

#### *Risk management*

Risk Management is a critical oversight responsibility of the Board. Lendlease has a multi layered approach to the identification, management and mitigation of external, corporate and operational risk. The approach to risk management recognises the nature and level of risk that Lendlease is willing to accept to achieve its strategic goals and key performance targets to create securityholder value. The approach to risk management is focused on:

- Aligning Board and management to drive informed and consistent decisions;
- Achieving effective and efficient allocation of capital and resources;
- Providing an understanding of risk limits;
- Providing context to identify, report and manage risks; and
- Creating a culture of risk awareness and accountability.

Accountability and responsibility for risk governance and management is held at various levels across the business including the Board and Board Committees, Group Leadership, Regional Leadership, Business Operations and Specialist Functions such as corporate risk and insurance, operational assurance and internal audit.

The Board's Risk Management and Audit Committees reviews the effectiveness of the Group's enterprise risk management system and seeks assurance that material risks are identified and appropriate risk management processes are in place. The Group Risk Function liaises with regional chief executive officers and risk specialists on both business specific and enterprise wide risks in order to assist the Group's businesses to further develop their risk management processes are in place. The Group Corporate Assurance Function is responsible for keeping the Board's Risk Committee informed on a regular basis of material business risks.

## TAXATION

*The information provided below does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase Notes. In particular, the information does not consider any specific facts or circumstances that may apply to a particular purchaser. Neither these statements nor any other statements in this Offering Circular are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing in the Notes or on any tax implications arising from the acquisition, sale or other dealings in the Notes. The statements do not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities) may be subject to special rules.*

*Prospective purchasers of the Notes are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of the Notes, including the effect of any state or local taxes, under the tax laws of Australia, the United Kingdom and the United States of America and each country of which they are residents or countries of purchase, holding or disposition of the Notes.*

*Additionally, in view of the number of different jurisdictions where local laws may apply, this Offering Circular does not discuss the local tax consequences to a potential holder, purchaser or seller arising from the acquisition, holding or disposition of the Notes. Prospective investors must, therefore, inform themselves as to any tax, exchange control legislation or other laws and regulations in force relating to the subscription, holding or disposition of the Notes at their place of residence and in the countries of which they are citizens or countries of purchase, holding or disposition of the Notes.*

### AUSTRALIA

#### **Notes issued by Lendlease Europe Finance PLC and Lendlease (US) Capital Inc.**

The following is a summary of the Australian tax consequences of an investment in the Notes, issued by Lendlease Europe Finance PLC and Lendlease (US) Capital Inc., based on the Income Tax Assessment Act 1936 and Income Tax Assessment Act 1997 (collectively, the “**Australian Tax Act**”), and any relevant regulations, rulings or judicial interpretations and administrative policies and practices, as at the date of this Offering Circular. It is general in nature and should be treated with appropriate caution.

This summary is not exhaustive and does not deal with the position of certain classes of holders of a Note (such as dealers in securities, custodians or other third parties who hold Notes on behalf of any beneficial holders of Notes). Prospective holders of Notes should be aware that the particular terms of issue of any series of Notes (including Index Linked Notes, Dual Currency Notes, Zero Coupon Notes or Notes issued at a premium or at a discount) may affect the tax treatment of that and other Series of Notes. The following is a general guide and should be treated with appropriate caution. It assumes that neither of Lendlease Europe Finance PLC and Lendlease (US) Capital Inc. is an Australian resident nor acts through a permanent establishment in Australia in relation to the Notes issued by it. Holders of Notes who are in any doubt as to their tax position should consult their professional advisers.

#### *Interest withholding tax*

- (i) Payments of interest

References to “interest” include amounts in the nature of, or in substitution for, interest.



Interest paid by Lendlease Europe Finance PLC and Lendlease (US) Capital Inc. should not be subject to Australian interest withholding tax (“IWT”).

(ii) Payments under the Guarantee

Australian income tax law does not specifically address the question of whether or not any payment by an Australian resident Guarantor under the Guarantee, of an amount in respect of interest on a Note issued by a non-resident Issuer, would be subject to Australian IWT. As such, it is uncertain whether any such payment made by an Australian resident Guarantor in respect of interest on Notes issued by a non-resident Issuer would be subject to Australian IWT.

**Notes issued by Lendlease Finance Limited (“LLF”)**

The following is a summary of the Australian tax consequences of an investment in the Notes, based on the Australian Tax Act, and any relevant regulations, rulings or judicial interpretations and administrative policies and practices, as at the date of this Offering Circular. It is general in nature and should be treated with appropriate caution.

This summary is not exhaustive and does not deal with the position of certain classes of holders of a Note (such as dealers in securities, custodians or other third parties who hold Notes on behalf of any beneficial holders of Notes). Prospective holders of Notes should be aware that the particular terms of issue of any series of Notes (including Index Linked Notes, Dual Currency Notes, Zero Coupon Notes, or Notes issued at a premium or at a discount) may affect the tax treatment of that and other Series of Notes. Holders of Notes who are in any doubt as to their tax position should consult their professional advisers.

*Interest withholding tax*

(i) Payments of interest

References to “interest” include amounts in the nature of, or in substitution for, interest.

A payment of interest in respect of a Note issued by LLF, to either a non-resident who does not derive the interest in carrying on a business at or through a permanent establishment in Australia, or an Australian resident who derives the interest in carrying on business at or through a permanent establishment outside Australia (each an “**Offshore Holder**”), will be subject to Australian IWT at the rate of 10 per cent. of the gross amount of the payment, unless either the exemption in section 128F of the Australian Tax Act applies or relief from Australian IWT is available under a tax treaty.

The requirements for obtaining an exemption from Australian IWT set out in section 128F of the Australian Tax Act include:

- a. the issuer must be a resident of Australia when it issues the Notes and when interest is paid; and
- b. the issue of the Notes must satisfy a public offer test containing five basic alternatives designed to ensure that lenders in capital markets are aware that the issuer is offering Notes for issue.

Where practicable, LLF intends to issue Notes in a manner which will satisfy these requirements.

(A) *The public offer test*

In summary, the alternatives to satisfy the public offer test are:

- a. offers to 10 or more professional market financiers, investors or dealers who are not associates of each other;
- b. offers to 100 or more potential investors;
- c. offers of listed Notes;
- d. offers as a result of negotiations being initiated via electronic or other market sources; or
- e. offers to dealers, managers or underwriters who by agreement with the issuer offer the Notes for sale within 30 days by one of the preceding methods.

The issue of a Global Note by one of these methods will satisfy the public offer test.

(B) *Associates of issuer*

The public offer test will not be satisfied if, at the time of issue, LLF knew or had reasonable grounds to suspect that the Notes, or an interest in the Notes, was being, or would later be, acquired either directly or indirectly by an Offshore Associate of LLF (other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Australian Corporations Act)).

An “Offshore Associate” of LLF means an associate (as defined in section 128F of the Australian Tax Act) of LLF that either is a non-resident of Australia which does not acquire the Notes in carrying on a business at or through a permanent establishment in Australia or, alternatively, is a resident of Australia that acquires the Notes in carrying on business at or through a permanent establishment outside of Australia.

Moreover, the section 128F exemption will not be available if, at the time of payment, LLF knew or had reasonable grounds to suspect that interest in respect of a Note is to be paid to an Offshore Associate of LLF other than one receiving the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme.

Condition 8.1.6 provides that in these circumstances LLF will not be required to gross up interest payments.

**ACCORDINGLY, NOTES ISSUED BY LLF MUST NOT BE PURCHASED BY OFFSHORE ASSOCIATES OF LLF OTHER THAN THOSE ACTING IN THE PERMITTED CAPACITIES DESCRIBED ABOVE.**

(ii) Bearer debenture tax

Section 126 of the Australian Tax Act imposes a type of withholding tax at a rate of 45 per cent. on the payment of interest on bearer notes if LLF fails to disclose the names and addresses of the holders to the Australian Taxation Office (“ATO”). Section 126 does not apply to the payment of interest on notes held by non-residents who do not carry on business at or through a permanent establishment in Australia where the issue of those notes satisfied the requirements of section 128F of the Australian Tax Act or interest withholding tax is

payable. However, the operation of section 126 in relation to notes held in some circumstances is unclear.

(iii) Garnishee directions

The Commissioner of Taxation of the Commonwealth of Australia may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 to the Taxation Administration Act 1953 (“**Taxation Administration Act**”) or any similar provision requiring LLF to deduct from any payment to any other party (including any holder of Notes) any amount in respect of tax payable by that other party.

(iv) Payments under the Guarantee

Australian income tax law does not specifically address the question of whether or not any payment by an Australian resident Guarantor under the Guarantee, of an amount in respect of interest on a Note issued by an Australian resident Issuer, would be subject to Australian IWT.

The ATO has released a Taxation Determination concluding that payments by an Australian resident guarantor in respect of interest on debentures should be regarded as interest subject to Australian IWT, but that such payments should be entitled to the benefit of the exemption contained in section 128F of the Australian Tax Act if payments of interest in respect of those debentures by the issuer would themselves be exempt from Australian IWT under section 128F of the Australian Tax Act.

(v) Payment of Additional Amounts

If LLF or an Australian resident Guarantor is compelled by law to deduct or withhold an amount in respect of any Australian withholding taxes, then subject to certain exclusions set out in Condition 8, LLF must pay to the Offshore Holder such additional amount (“Additional Amount”) as may be necessary in order to ensure that the net amount received by the Offshore Holder after deduction or withholding equals the amount which would have been receivable if the deduction or withholding had not been made.

In such circumstances, and subject to Condition 7.2, LLF may have an option to redeem all of the Notes issued by it in the relevant Series.

*Income tax matters*

(i) Interest income

Assuming that the requirements in section 128F of the Australian Tax Act are satisfied in respect of a Note (see above) issued by LLF, amounts of interest derived by a non-resident Offshore Holder will not be subject to Australian income tax. Otherwise, those amounts should only be subject to Australian IWT as discussed above.

An Australian resident, or a non-resident who holds a Note issued by LLF in the course of carrying on business at or through a permanent establishment in Australia (each an “**Australian Holder**”), will generally be assessable for Australian tax purposes on the interest income in respect of the Note. Whether the assessable income will be recognised on a cash receipts or accruals basis will depend upon the tax status of the particular Australian Holder, the terms and conditions of the Note, and whether the rules on the “Taxation of Financial Arrangements” in Division 230 of the Australian Tax Act (see below) apply to the Australian Holder.

Special rules apply to the taxation of an Australian resident who holds a Note in carrying on business at or through a permanent establishment outside Australia. The application of those special rules varies depending on the country in which that permanent establishment is located. Prospective purchasers of Notes with those circumstances should contact their tax advisers for specific advice relating to their particular circumstances.

(ii) Profits or gains on disposal or redemption of Notes issued by LLF

(A) *A non-resident holder*

Any profit or gain made on a disposal or a redemption of a Note by a non-resident who does not at any time hold the Note in carrying on business at or through a permanent establishment in Australia will not be subject to Australian income tax, if such profit or gain does not have an Australian source and is not deemed to be income that consists of interest or that is in the nature of interest.

Whether a profit or gain on a disposal or redemption of a Note issued by LLF has an Australian source is a question of fact that must be determined on the basis of the circumstances existing at the time of the disposal or redemption. In general, the profit or gain should not have an Australian source if the Note is:

- a. acquired and held by the non-resident holder outside Australia; and
- b. held in carrying on a business or activities conducted exclusively outside Australia; and
- c. disposed of to another non-resident, either directly or through a non-resident agent, where all negotiations are conducted outside Australia and all transaction documents are concluded outside Australia.

However, this is not an exhaustive list of the factors that can determine source, nor would the absence of one of these elements, of itself, mean that there is an Australian source. The determination of source will depend on a weighing up of all the relevant circumstances.

If the profit or gain on the disposal or redemption of the Note issued by LLF has an Australian source, the non-resident holder may be eligible for relief from Australian tax on such profit or gain, under a tax treaty between Australia and the non-resident holder's country of residence, provided the profit or gain is not deemed to be interest or in the nature of interest. Prospective purchasers of Notes issued by LLF should consult their tax advisers regarding their entitlement to benefits under a tax treaty.

(B) *An Australian Holder*

Any gain or loss made by an Australian Holder on the disposal or redemption of a Note issued by LLF will generally be assessable or deductible (as the case may be) for Australian tax purposes. The precise rules which give effect to the recognition and timing of any such gain or loss will vary depending on the status of the holder and whether the TOFA rules apply to the holder (see below).

(iii) Taxation of Financial Arrangements rules

Division 230 of the Australian Tax Act contains a comprehensive set of principles and rules for the taxation of financial arrangements (“**TOFA rules**”). The Notes issued by LLF will fall within the definition of a “financial arrangement”.

Certain taxpayers are generally excluded from the TOFA rules, unless they elect otherwise. The excluded taxpayers include:

- individuals;
- superannuation funds and managed investment schemes with assets worth less than A\$100m;
- certain financial entities with aggregated turnover of less than A\$20 million; and
- other entities that have: (i) aggregated turnover of less than A\$100m; (ii) assets of less than A\$300m; and (iii) financial assets of less than A\$100m.

Australian Holders who are not subject to the TOFA rules should generally include interest income in their assessable income in the income year in which the interest payments are received from LLF.

If an Australian Holder is subject to the TOFA rules then they should consult their tax advisors in relation to the manner in which gains and losses in relation to the Notes should be recognised.

The TOFA rules do not alter the rules relating to the imposition of Australian IWT. In particular, they do not override the IWT exemption available under section 128F of the Australian Tax Act (discussed above).

#### *Other Australian tax matters*

##### (i) Stamp Duty

No ad valorem stamp, issue, registration or similar duties are payable in Australia on the issue by LLF of any Notes or the transfer of any Notes issued by LLF.

##### (ii) Goods and Services Tax

Neither the issue, acquisition or disposal of Notes issued by LLF, nor the receipt or payment of interest or principal, will give rise to a liability for goods and services tax (“**GST**”) in Australia, on the basis that the supply of Notes will comprise either an input taxed financial supply or (in the case of an offshore purchaser) a GST-free supply.

##### (iii) ABN/TFN withholding

Section 12-140 of Schedule 1 to the Taxation Administration Act imposes a type of withholding tax at the rate of 47 per cent. (as at the date of the Offering Circular) on the payment of interest on certain registered securities issued by an Australian issuer, unless the payee has quoted an Australian tax file number (“**TFN**”) (in certain circumstances), an Australian Business Number (“**ABN**”) or proof of some other exception (as appropriate).

Assuming that the requirements of section 128F of the Australian Tax Act are satisfied in respect of a Note issued by LLF, then the withholding requirements of section 12-140 of Schedule 1 to the Taxation Administration Act would not apply to payments made to a non-resident holder. Payments to other classes of holders may be subject to withholding where the holder does not quote a TFN or ABN or provide proof of an appropriate exemption (as applicable).

## **UNITED KINGDOM**

### **Notes issued by Lendlease Finance Limited and Lendlease (US) Capital Inc.**

The comments below are of a general nature based on current United Kingdom tax law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) and describe only the United Kingdom withholding tax treatment in respect of the Notes issued by Lendlease Finance Limited or Lendlease (US) Capital Inc. and certain information reporting requirements in respect of those Notes. They assume that neither of Lendlease Finance Limited and Lendlease (US) Capital Inc. is United Kingdom resident nor acts through a permanent establishment in the United Kingdom in relation to the Notes issued by it. Any Noteholders who are in doubt as to their own tax position should consult their professional advisers.

On the basis that interest on the Notes issued by Lendlease Finance Limited and Lendlease (US) Capital Inc. is not expected to have a United Kingdom source, there should be no United Kingdom withholding tax on payments of interest in respect of such Notes.

#### *Guarantor payments by LLEF*

If Lendlease Europe Finance PLC (“LLEF”), acting as Guarantor, makes any payments in respect of interest on the Notes issued by either Lendlease Finance Limited or Lendlease (US) Capital Inc. (or other amounts due under such Notes other than the repayment of amounts subscribed for those Notes) such payments may be subject to United Kingdom withholding tax at the basic rate subject to the availability of other reliefs under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable tax treaty. It is not certain that any such payment made by LLEF, acting as Guarantor, would be eligible for the exemption for quoted Eurobonds or any other exemption described below.

#### *Reporting of Savings Income Information*

HM Revenue & Customs has powers to obtain information relating to securities in certain circumstances. This may include the value of the Notes, details of the holders or beneficial owners of the Notes (or the persons for whom the Notes are held), details of the persons to whom payments derived from the Notes are or may be paid and information and documents in connection with transactions relating to the Notes. Information may be required to be provided by, amongst others, the holders of the Notes, persons by (or via) whom payments derived from the Notes are made or who receive (or would be entitled to receive) such payments, persons who effect or are a party to transactions relating to the Notes on behalf of others and certain registrars or administrators. In certain circumstances, the information obtained by HM Revenue & Customs may be provided to tax authorities in other countries.

### **Notes issued by Lendlease Europe Finance PLC**

The comments below, which are of a general nature and are based on current United Kingdom law as applied in England and Wales and HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs), describe only the United Kingdom withholding tax treatment of in respect of the Notes issued by LLEF (on the basis that interest on the Notes issued by LLEF is expected to have a United Kingdom source) and certain information reporting requirements in respect of the Notes. They do not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of Notes issued by LLEF. The comments relate to the position of persons (other than dealers or persons connected with LLEF) who are the absolute beneficial owners of their Notes issued by LLEF and related interest coupons. The United Kingdom tax treatment of prospective holders of Notes issued by LLEF depends on their individual circumstances and may be subject to change in the future. Prospective holders of Notes issued by LLEF who are in any doubt as to their

tax position or who may be subject to tax in a jurisdiction other than the United Kingdom are strongly advised to consult their own professional advisers.

#### *United Kingdom Withholding Tax*

The Notes issued by LLEF will constitute “quoted Eurobonds” within the meaning of section 987 of the Income Tax Act 2007 (the “**Tax Act**”) provided they carry a right to interest, and are listed on a “recognised stock exchange” within the meaning of section 1005 of the Tax Act. The SGX-ST is a recognised stock exchange for this purpose. Securities will be treated as listed if they are admitted to trading and listed on the Main Board or the Bond Market of the SGX-ST. Payments by LLEF of interest on Notes issued by them which constitute “quoted Eurobonds” can be made without withholding or deduction for or on account of income tax by virtue of section 882 of the Tax Act.

Interest on the Notes issued by LLEF may also be paid by LLEF without withholding or deduction for or on account of United Kingdom tax where at the time the interest is paid, LLEF reasonably believes that the person beneficially entitled to the income is a United Kingdom resident company or a non-United Kingdom resident company within the charge to United Kingdom corporation tax as regards the payment of interest or falls within a list of specified entities and bodies, provided that HM Revenue & Customs has not given a direction that this exemption shall not apply, having reasonable grounds for believing the conditions for this exemption will not be met at the time the payment is made.

Interest on the Notes issued by LLEF may also be paid by LLEF without withholding or deduction for or on account of United Kingdom tax where the maturity of such Notes is less than 365 days (and the Notes are not issued with the intention, or under a scheme or arrangement the effect of which is, that such Notes form part of a borrowing with a total term of 365 days or more).

In all other cases an amount must generally be withheld from payments by LLEF of interest on the Notes issued by LLEF on account of income tax at the basic rate (as at the date of the Offering Circular 20 per cent.), subject to the availability of other reliefs under domestic law or any direction to the contrary by HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable tax treaty.

The Notes may be issued at a price that is less than their nominal amount and may be redeemed at a premium. Any discount or premium element may constitute a payment of interest and be subject to withholding or deduction for or on account of United Kingdom income tax.

#### *Reporting of Savings Income Information*

HM Revenue & Customs has powers to obtain information relating to securities in certain circumstances. This may include the value of the Notes, details of the holders or beneficial owners of the Notes (or the persons for whom the Notes are held), details of the persons to whom payments derived from the Notes are or may be paid and information and documents in connection with transactions relating to the Notes. Information may be required to be provided by, amongst others, the holders of the Notes, persons by (or via) whom payments derived from the Notes are made or who receive (or would be entitled to receive) such payments, persons who effect or are a party to transactions relating to the Notes on behalf of others and certain registrars or administrators. In certain circumstances, the information obtained by HM Revenue & Customs may be provided to tax authorities in other countries.

#### *Guarantor payments*

If any of the Guarantors makes any payments in respect of interest on the Notes issued by LLEF (or other amounts due under such Notes other than the repayment of amounts subscribed for those Notes)

such payments may be subject to United Kingdom withholding tax at the basic rate subject to the availability of other reliefs under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable tax treaty. It is not certain that any such payment made by any relevant Guarantor would be eligible for the exemption for quoted Eurobonds or any other exemption described above.

### **International Tax Compliance**

The International Tax Compliance Regulations 2015 (SI 2015/878) (the "**Regulations**") transpose into United Kingdom law rules and obligations derived from European Union law and inter-governmental agreements entered into by the United Kingdom which are aimed at increasing transparency and reducing tax evasion.

Failure to comply with these Regulations may result in penalties being imposed and, in the case of non-compliance with the rules relating to information sharing with the United States authorities (ie FATCA), in certain circumstances, the imposition of a 30 per cent. withholding tax (see "Risk Factors - U.S. Foreign Account Tax Compliance Withholding"). No gross up will be paid in respect of any amount withheld in respect of FATCA.

The laws and agreements underlying the Regulations are a complex area of tax law and investors should consult their professional advisers on the implications these rules may have for them.

### **UNITED STATES**

This section describes the material U.S. federal tax consequences to non-U.S. holders (described below) of owning the Notes issued by LLUSC.

This section deals only with Notes issued by LLUSC that (i) are due to mature 30 years or less from the date on which they are issued and (ii) are properly treated as debt for U.S. federal income tax purposes. This summary deals only with initial purchasers of Notes at the "issue price" (the first price at which a substantial amount of Notes is sold for money, excluding sales to underwriters, placement agents or wholesalers) in the initial offering that will hold notes as capital assets for U.S. federal income tax purposes. The U.S. federal income tax consequences of owning Notes that are due to mature more than 30 years from their date of issue will be discussed in an applicable Pricing Supplement. This section is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), its legislative history, existing and proposed regulations under the Code, published rulings and court decisions, all as currently in effect. These laws are subject to change, possibly on a retroactive basis. If an entity treated as a partnership for U.S. federal income tax purposes holds the Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Notes should consult its tax advisor with regard to the U.S. federal income tax treatment of an investment in the Notes.

*Please consult your own tax advisor concerning the consequences of owning these Notes in your particular circumstances under the Code and the laws of any other taxing jurisdiction.*

A holder is a non-U.S. holder if it is the beneficial owner of a Note and is, for U.S. federal income tax purposes:

- (i) a nonresident alien individual,
- (ii) a foreign corporation, or
- (iii) an estate or trust that in either case is not subject to U.S. federal income tax on a net income basis on income or gain from a note.



As used herein, the term “non-U.S. holder” does not include an individual who is present in the United States for 183 days or more in the taxable year of disposition, a former citizen or former resident of the United States, an entity or arrangement treated as a partnership for U.S. federal income tax purposes, or any person whose income with respect to a Note is effectively connected with the conduct of a trade or business in the United States (and, if an applicable tax treaty so requires, attributable to a permanent establishment in the United States). If these circumstances apply to you, you should consult your own tax adviser regarding the U.S. federal income tax consequences of the acquisition, ownership and disposition of a Note.

This discussion assumes that the Notes will not provide for interest payments that are determined by reference to the income, profits, changes in the value of property or other attributes of LLUSC or a related party.

Under U.S. federal income tax law, and subject to the discussions of FATCA withholding and backup withholding below, if a holder is a non-U.S. holder of a Note:

- (i) LLUSC and other U.S. payors generally would not be required to deduct U.S. withholding tax from payments of principal, premium, if any, and interest, including original issue discount (“OID”), to the holder if, in the case of payments of interest:
  - a. the holder does not actually or constructively own 10 per cent. or more of the total combined voting power of all classes of stock of LLUSC entitled to vote,
  - b. the holder is not a controlled foreign corporation that is related to LLUSC through stock ownership, and
  - c. the U.S. payor does not have actual knowledge or reason to know that you are a United States person and:
    - (1) the holder has furnished to the U.S. payor an Internal Revenue Service (“IRS”) Form W-8BEN or W-8BEN-E or an acceptable substitute form upon which the holder certifies, under penalties of perjury, that it is a non-United States person,
    - (2) in the case of payments made outside the United States to the holder at an offshore account (generally, an account maintained by the holder at a bank or other financial institution at any location outside the United States), the holder has furnished to the U.S. payor documentation that establishes its identity and status as the beneficial owner of the payment for U.S. federal income tax purposes and as a non-United States person,
    - (3) the U.S. payor has received a withholding certificate (furnished on an appropriate IRS Form W-8 or an acceptable substitute form) from a person claiming to be:
      - a withholding foreign partnership (generally a foreign partnership that has entered into an agreement with the IRS to assume primary withholding responsibility with respect to distributions and guaranteed payments it makes to its partners),
      - a qualified intermediary (generally a non-U.S. financial institution or clearing organisation or a non-U.S. branch or office of a U.S. financial institution or clearing organisation that is a party to a withholding agreement with the IRS), or
      - a U.S. branch of a non-U.S. bank or of a non-U.S. insurance company,

and the withholding foreign partnership, qualified intermediary or U.S. branch has received documentation upon which it may rely to treat the payment as made to a non-United States person that is, for U.S. federal income tax purposes, the beneficial owner of the payment on the notes in accordance with U.S. Treasury regulations (or, in the case of a qualified intermediary, in accordance with its agreement with the IRS),

- (4) the U.S. payor receives a statement from a securities clearing organisation, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business,
    - certifying to the U.S. payor under penalties of perjury that an IRS Form W-8BEN or W-8BEN-E or an acceptable substitute form has been received from the holder by it or by a similar financial institution between it and the holder, and
    - to which is attached a copy of the IRS Form W-8BEN or W-8BEN-E or acceptable substitute form, or
  - (5) the U.S. payor otherwise possesses documentation upon which it may rely to treat the payment as made to a non-United States person that is, for U.S. federal income tax purposes, the beneficial owner of the payments on the notes in accordance with U.S. Treasury regulations; and
- (ii) no deduction for any U.S. federal withholding tax would be made from any gain that the holder realizes on the sale or exchange of a Note.

Payments of interest (including OID, if any) on a Note that do not qualify for the exception to U.S. federal withholding tax discussed above and that are not effectively connected with a non-U.S. holder's conduct of a trade or business in the United States generally will be subject to 30 per cent. U.S. federal withholding tax, unless a U.S. income tax treaty applies to reduce or eliminate withholding and the non-U.S. holder complies with applicable certification requirements.

Further, a Note held by an individual who at death is not a citizen or resident of the United States would not be includible in the individual's gross estate for U.S. federal estate tax purposes if:

- a. the decedent did not actually or constructively own 10 per cent. or more of the total combined voting power of all classes of stock of LLUSC entitled to vote at the time of death; and
- b. the income on the Note would not have been effectively connected with a U.S. trade or business of the decedent at the same time.

### **FATCA Withholding**

Pursuant to sections 1471 through 1474 of the Code, commonly known as the Foreign Account Tax Compliance Act ("**FATCA**"), a 30 per cent. withholding tax ("**FATCA withholding**") may be imposed on certain payments to non-U.S. holders or to certain foreign financial institutions, investment funds and other non-U.S. persons receiving payments on a non-U.S. holder's behalf if the non-U.S. holder or such persons fail to comply with certain information reporting requirements. Payments of interest that a non-U.S. holder receives in respect of the Notes could be affected by this withholding if the non-U.S. holder is subject to the FATCA information reporting requirements and fails to comply with them or if the non-U.S. holder holds Notes through a non-U.S. person (e.g., a foreign bank or broker) that fails to comply with these requirements (even if payments to the investor would not otherwise have been subject to FATCA withholding). Pursuant to recently proposed

regulations, the Treasury Department has indicated its intent to eliminate the requirements under FATCA of withholding on gross proceeds from the sale, exchange, maturity or other disposition of Notes. The Treasury Department has indicated that taxpayers may rely on these proposed regulations pending their finalisation. Non-U.S. holders should consult its own tax advisors regarding the relevant U.S. law and other official guidance on FATCA withholding.

For the avoidance of doubt, neither the Issuers nor the Guarantors will pay any additional amounts in respect of FATCA withholding. If such withholding applies, an investor would receive significantly less than the amount that such investor would have otherwise received with respect to its Notes. Depending on an investor's circumstances, the investor may be entitled to a refund or credit in respect of some or all of this withholding. However, even if the investor is entitled to any such withholding refund, the required procedures could be cumbersome and significantly delay the investor's receipt of any amounts withheld.

### **Backup Withholding and Information Reporting**

In general, if a holder is a non-U.S. holder, LLUSC and other payors are required to report payments of interest on the holder's Notes on IRS Form 1042-S. Payments of principal, premium or interest, including OID, made by LLUSC and other payors to such holder would otherwise not be subject to information reporting and backup withholding, provided that the certification requirements described above are satisfied or the holder otherwise establishes an exemption. In addition, payment of the proceeds from the sale of Notes effected at a U.S. office of a broker will not be subject to backup withholding and information reporting if (i) the payor or broker does not have actual knowledge or reason to know that the holder is a United States person and (ii) the holder has furnished to the payor or broker an appropriate IRS Form W-8, an acceptable substitute form or other documentation upon which it may rely to treat the payment as made to a non-United States person.

In general, payment of the proceeds from the sale of Notes effected at a foreign office of a broker will not be subject to information reporting or backup withholding. However, a sale effected at a foreign office of a broker could be subject to information reporting in the same manner as a sale within the United States (and in certain cases may be subject to backup withholding as well) if (i) the broker has certain connections to the United States, (ii) the proceeds or confirmation are sent to the United States or (iii) the sale has certain other specified connections with the United States.

A holder generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed the holder's income tax liability by filing a refund claim with the IRS.

### **SINGAPORE**

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Inland Revenue Authority of Singapore and the Monetary Authority of Singapore ("MAS") in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates.*

*Prospective holders of the Notes are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuers, the Guarantors, the Arranger, the Dealers and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

### **Interest and Other Payments**

Interest, discount income, “prepayment fee”, “redemption premium” and “break cost” (references in this tax disclosure to the terms in quotation marks as defined in the Income Tax Act, Chapter 134 of Singapore (the “**Income Tax Act**”)) derived by a holder of the Notes who is not resident in Singapore and who does not have any permanent establishment in Singapore is not subject to tax, as such income is likely to be regarded as arising from a source outside Singapore. If, however, such income should be regarded as being sourced in Singapore, they can nonetheless be exempt from tax, including withholding of tax, if the Notes qualify as “qualifying debt securities” for the purposes of the Income Tax Act as discussed below.

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is:
  - (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or
  - (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is (as at the date of the Offering Circular) 17 per cent. The applicable rate for non-resident individuals is (as at the date of the Offering Circular) 22 per cent. However, if the payment is derived by a person not resident in Singapore from sources otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and

- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

In addition, where more than half of the Notes issued under a tranche of the Programme are distributed by Financial Sector Incentive (Capital Market) Companies, Financial Sector Incentive (Standard Tier) Companies or Financial Sector Incentive (Bond Market) Companies (each as defined in the Income Tax Act), such tranche of Notes (the “**Relevant Notes**”) issued as debt securities under the Programme by the relevant Issuer during the period from the date of this Offering Circular to (and including) 31 December 2023 would be “qualifying debt securities” pursuant to the Income Tax Act and the Income Tax (Qualifying Debt Securities) Regulations, to which the following treatments shall apply:

- (i) subject to certain prescribed conditions having been fulfilled (including the furnishing by the relevant Issuer, or such other person as the MAS may direct, of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may *specify* and such other particulars in connection with the Relevant Notes as the MAS may require to the MAS and the inclusion by the relevant Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using funds from that person’s operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “**Specified Income**”) from the Relevant Notes, derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person’s operation through a permanent establishment in Singapore, are exempt from Singapore tax;
- (ii) subject to certain conditions having been fulfilled (including the furnishing by the relevant Issuer, or such other person as the MAS may direct, of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Specified Income from the Relevant Notes derived by any company or body of persons (as defined in the Income Tax Act) in Singapore is subject to income tax at a concessionary rate of 10 per cent.; and
- (iii) subject to:
- (aa) the relevant Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the Income Tax Act; and
- (bb) the relevant Issuer, or such other person as the MAS may direct, furnishing to the MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

payments of Specified Income derived from the Relevant Notes are not subject to withholding of tax by the relevant Issuer.

However, notwithstanding the foregoing:

- (A) if during the primary launch of any tranche of the Relevant Notes, the Relevant Notes of such tranche are issued to less than four persons and 50 per cent., or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the relevant Issuer, such Relevant Notes would not qualify as “qualifying debt securities”; and
- (B) even though a particular tranche of Relevant Notes are “qualifying debt securities”, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent., or more of the Relevant Notes which are outstanding at any time during the life of the issue is held beneficially or funded, directly or indirectly, by any related party(ies) of the relevant Issuer, Specified Income derived from such Relevant Notes held by:
  - (i) any related party of the relevant Issuer; or
  - (ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the relevant Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term “**related party**”, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the Income Tax Act as follows:

“**break cost**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

“**prepayment fee**”, in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

“**redemption premium**”, in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, prepayment fee, redemption premium and break cost (i.e. the Specified Income) is derived from any of the Relevant Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities under the Income Tax Act (as mentioned above) shall not apply if such person acquires such Relevant Notes using funds and profits of such person’s operations through a permanent establishment in Singapore.

Notwithstanding that the relevant Issuer is permitted to make payments of Specified Income in respect of the Relevant Notes without deduction or withholding for tax under Section 45 or Section 45A of the Income Tax Act, any person whose interest, discount income, break cost, prepayment fee and redemption premium derived from the Relevant Notes is not exempt from tax is required to include such income in a return of income made under the Income Tax Act.

### ***Capital Gains***

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or are required to apply Singapore Financial Reporting Standard 39 ("**FRS 39**"), Financial Reporting Standard 109 ("**FRS 109**") or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "*Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore income tax purposes*".

### ***Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore income tax purposes***

Section 34A of the Income Tax Act provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and "opt-out" provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The Inland Revenue Authority of Singapore has also issued an e-tax guide entitled "Income Tax Implications Arising from the Adoption of FRS 39- Financial Instruments: Recognition and Measurement".

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 (as the case may be) for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The Inland Revenue Authority of Singapore has also issued an e-tax guide entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109- Financial Instruments".

Holders and prospective holders of the Notes who may be subject to the tax treatment under sections 34A or 34AA of the Income Tax Act should consult their own accounting and tax advisers on the tax treatment to understand the implications and consequences that may be applicable to them.

### ***Estate Duty***

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

## SUBSCRIPTION AND SALE

The Issuers and the Principal Guarantors may from time to time pursuant to an amended and restated dealer agreement dated 1 October 2020 between the Issuers, the Principal Guarantors, the Subsidiary Guarantors and the Arranger (as further amended and/or supplemented and/or restated from time to time, the "**Dealer Agreement**"), appoint one or more Dealers either in respect of one or more Tranches or in respect of the Programme generally, and any Issuer may from time to time agree with any such Dealer to issue, and any such Dealer may agree to purchase, Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*", which will be specified in the applicable Pricing Supplement.

The Dealer Agreement provides for the Issuers, failing whom the Principal Guarantors and the Subsidiary Guarantors, to reimburse the Arranger and the Dealers (if any) for certain of their expenses in connection with the establishment and any further update of the Programme and to reimburse or indemnify the Arranger and the Dealers (if any) against certain expenses and liabilities incurred by them in connection with the Programme or the issue of any Notes. The Dealer Agreement provides for any agreement between an Issuer and a Dealer to issue and purchase Notes to be subject to certain conditions precedent and rights of termination.

The relevant Issuer and the Principal Guarantors may also from time to time agree with the relevant Dealer(s) that the Issuers (failing whom the Guarantors) will pay fees and/or commissions to the relevant Dealer(s) and may pay certain third party fees and/or commissions (including, without limitation, rebates to private banks as specified in the applicable Pricing Supplement).

If a jurisdiction requires that an offering of Notes be made by a licensed broker or dealer and any of the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the relevant Issuer and Dealer may agree that the offering in such jurisdiction shall be deemed to be made by such licensed Dealers or affiliate.

In connection with the distribution of any Notes (other than in circumstances where such action could reasonably be expected to affect the price of Notes or securities traded in Australia or on a financial market (as defined in the Australian Corporations Act) operated in Australia), any Dealer designated as a Stabilising Manager in the applicable Pricing Supplement may over-allot or effect transactions which support the market price of the Notes at a level higher than that which might otherwise prevail, but in doing so such Dealer shall act as principal and not as agent of the relevant Issuer or the relevant Guarantors. Any stabilisation will be conducted in accordance with all applicable laws and regulations and the terms specified in the Offering Circular and/or the applicable Pricing Supplement.

No representation is made as to the magnitude or effect of any such stabilising or other transactions. Under U.K. laws and regulations, any stabilisation action or over-allotment may begin on or after the date on which adequate disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must be brought to an end after a limited time (for which purpose such action shall be brought to an end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes). Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Dealers appointed under the Dealer Agreement and certain of their affiliates may be full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. In connection with each Tranche of Notes issued under the Programme, the Dealers or certain of their affiliates may purchase Notes and be allocated Notes for



asset management and/or proprietary purposes but not with a view to distribution. Further, in the ordinary course of their business activities, the Dealers or their respective affiliates may make or hold (on their own account, on behalf of their clients or in their capacity as investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the account of their customers, and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to such Notes and/or other securities of the Issuers, the Principal Guarantors or their respective subsidiaries or affiliates at the same time as the offer and sale of each Tranche of Notes or in secondary market transactions. Such transactions, investments and securities activities may involve securities and instruments of the Issuers, the Principal Guarantors or of their subsidiaries, including Notes, may be entered into at the same time or proximate to offers and sales of Notes or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Notes. As a result of such transactions, a Dealer or its affiliates may hold long or short positions relating to the Notes.

Each of the Dealers and its affiliates may also engage in investment or commercial banking and other dealings in the ordinary course of business with the Issuers, the Principal Guarantors, the Subsidiary Guarantors or their respective affiliates from time to time and may receive fees and commissions for these transactions. In addition to the transactions noted above, each Dealer and its affiliates may engage in other transactions with, and perform services for, the Issuers, the Principal Guarantors, the Subsidiary Guarantors or their affiliates in the ordinary course of their business. Each Dealer or its affiliates may also purchase Notes for asset management and/or proprietary purposes but not with a view to distribution or may hold Notes on behalf of clients or in the capacity of investment advisors. While each Dealer and its affiliates are expected to have policies and procedures to identify, consider and manage potential conflicts of interests, any such transactions may cause a Dealer or its affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Notes. Each Dealer may receive returns on such transactions and has no obligation to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Notes.

### **United States of America**

Neither the Notes nor the Guarantees have been or will be registered under the U.S. Securities Act 1933, as amended (the “**Securities Act**”), and, accordingly, they may not be offered, sold or (in the case of Bearer notes) delivered within the United States or to, or for the account or benefit of, U.S. persons, except in accordance with Regulation S under the Securities Act (“**Regulation S**”). Each Dealer appointed under the Programme will be required to represent, warrant and agree, that it has offered and sold the Notes, and agrees that it will offer and sell the Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, only in accordance with Rule 903 of Regulation S. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Each Dealer appointed under the Programme will be required to agree to notify the Trustee and the Principal Paying Agent or, in the case of a Syndicated Issue, the Lead Manager when it has completed the distribution of its portion of the Notes of any identifiable tranche so that the Trustee and the Principal Paying Agent or, in the case of a Syndicated Issue, the Lead Manager may determine the completion of the distribution of all Notes of that tranche and notify the other relevant Dealer(s) of the end of the distribution compliance period. Each Dealer appointed under that Programme will be required to agree that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The securities covered hereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold within the United States or to, or for the account or benefit of, "U.S. persons" (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the offering of such securities, except in either case in "offshore transactions" to persons that are not U.S. persons or acting for the account or benefit of U.S. persons in accordance with Regulation S."

Terms used above have the meaning given to them by Regulation S.

Each Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not entered and agrees that it will not enter into any contractual arrangement with any distributor (as such term is defined in Regulation S) with respect to the distribution or delivery of the Notes, except with its affiliates or with the prior written consent of the relevant Issuer and the Principal Guarantors.

Terms used in the paragraph above have the meanings given to them by Regulation S.

In addition:

- (a) except to the extent permitted under U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D) (the "**TEFRA D Rules**"), each Dealer appointed under the Programme will be required to (a) represent and covenant that it has not offered or sold, and agrees that during the restricted period it will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (b) represent and covenant that it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (b) each Dealer appointed under the Programme will be required to represent and covenant that it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;
- (c) if it is a United States person, each Dealer appointed under the Programme will be required to represent and covenant that it is acquiring Notes in bearer form for purposes of resale in connection with their original issuance and if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. Section 1.163-5(c)(2)(i)(D)(6); and
- (d) with respect to each affiliate that acquires Notes in bearer form from a Dealer for the purpose of offering or selling such Notes during the restricted period, such Dealer will be required to repeat and confirm the representations, covenants and agreements contained in subparagraphs (a), (b) and (c) on such affiliate's behalf.

Terms used in this subparagraph (a), (b), (c) and (d) have the meaning given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder, including the TEFRA D Rules.

#### **Prohibition of Sales to EEA and UK Retail Investors**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of an offering

contemplated by this Offering Circular as completed by a Pricing Supplement in relation thereto to any retail investor in the European Economic Area (the “EEA”) or in the United Kingdom (the “UK”). For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
  - (ii) a customer within the meaning of Directive 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"); and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

### **Switzerland**

Each Dealer appointed under the Programme will be required to agree that the Notes may not be publicly offered, distributed, or advertised, directly or indirectly, in or from Switzerland. Neither the Offering Circular nor any other offering or marketing material relating to the Notes or the relevant Issuer may be distributed or otherwise made available in Switzerland in any way that could constitute a public offering within the meaning of Articles 652a or 1156 of the Swiss Code of Obligations (the “Code”) or a distribution within the meaning of Article 3 of the Swiss Federal Act on Collective Investment Schemes (“CISA”). The Offering Circular or any other offering or marketing material relating to the Notes or the relevant Issuer may exclusively be made available in or from Switzerland to regulated financial intermediaries as defined in Article 10(3)(a) of the CISA ie. banks, securities dealers, fund management companies, asset managers of collective investment schemes, or central banks, and regulated insurance institutions as defined in Article 10(3)(b) of the CISA. The Offering Circular or any other offering or marketing material relating to the Notes or the relevant Issuer may not be copied, reproduced, distributed or passed on to third parties without the Dealer’s prior written consent.

The Notes will not be listed on the SIX Swiss Exchange (“SIX”) or another stock exchange or regulated trading facility in Switzerland and the Offering Circular does not constitute a prospectus within the meaning of Articles 652a and 1156 of the Code or a listing prospectus within the meaning of Article 27 of the Listing Rules of the SIX, or the listing rules of any other stock exchange or regulated trading facility in Switzerland, and may not comply with the information standards required thereunder. The Notes have not been approved by the Swiss Financial Market Supervisory Authority FINMA (“FINMA”) and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

### **United Kingdom**

Each Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the

purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers and the Guarantors; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Australia**

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the "**Corporations Act**")) in relation to the Programme or the Notes has been, or will be, lodged with the Australian Securities and Investments Commission ("**ASIC**"). Each Dealer appointed under the Programme will be required to represent, warrant and agree, that it:

- (a) has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in Australia (including an offer which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, any offering circular or any other offering material or advertisement relating to the Notes in Australia,

unless (a) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in other currencies, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act; (b) such action complies with all applicable laws, regulations and directives (including without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act); (c) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia; and (d) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**"). Accordingly, each Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan) including any corporation or other entity organised under the laws of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other relevant laws and regulations of Japan.

### **Hong Kong**

Each Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to " professional investors" as defined in the Securities and Futures

Ordinance (Cap. 571) of Hong Kong (the “SFO”) and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

## **Singapore**

Each Dealer appointed under the Programme will be required to acknowledge, that the Offering Circular and any Pricing Supplement have not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, the Offering Circular, any Pricing Supplement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA") pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased in reliance of an exemption under Section 274 or 275 of the SFA, the Notes shall not be sold within the period of six (6) months from the date of the initial acquisition of the Notes, except to any of the following persons:

- (a) an institutional investor (as defined in Section 4A of the SFA);
- (b) a relevant person (as defined in Section 275(2) of the SFA); or
- (c) any person pursuant to an offer referred to in Section 275(1A) of the SFA,

unless expressly specified otherwise in Section 276(7) of the SFA or Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person who is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six (6) months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person as defined in Section 275(2) of the SFA (in the case of such corporation) where the transfer arises from an offer referred to in Section 276(3)(i)(B) of the SFA or (in the case of such trust) where the transfer arises from an offer referred to in Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Notes or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any relevant time.

### **The People's Republic of China**

Each Dealer appointed under the Programme will be required to represent, warrant and agree, that the Notes are not being offered or sold, and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including Hong Kong and Macau Special Administrative Regions or Taiwan) ("PRC"), except as permitted by the applicable laws of the PRC.

### **General**

Each Dealer appointed under the Programme will be required to acknowledge that it understands that no action has been taken in any jurisdiction that would permit a public offering of the Notes or possession or distribution of the Offering Circular or any other document, in any country or jurisdiction where action for that purpose is required.

Each Dealer appointed under the Programme will be required to agree that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuers, the Guarantors, the Trustee nor any of the other Dealers shall have any responsibility therefor. Each Dealer appointed under the Programme will be required to further agree that the offering and marketing of the Notes will be conducted in the

EEA and in the UK only in the Approved Jurisdictions (as specified in the applicable Pricing Supplement) and will not be conducted in any other member state of the EEA or in the UK.

None of the Issuers, the Guarantors, the Trustee, the Arranger and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

These selling restrictions may be modified by the Issuer with the agreement of the Dealers (if any) following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement issued in respect of the issue of Notes to which it relates or in a supplement to this Offering Circular.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other restrictions agreed between the Issuer and the relevant Dealer and set out in the applicable Pricing Supplement.

## GENERAL INFORMATION

### Authorisation

The establishment of the Programme and the issue of Notes and/or guarantee of such Notes (as the case may be) under the Programme have been duly authorised by resolutions of the Board of Directors of Lendlease Finance Limited dated 28 April 2016, the Board of Directors of Lendlease Europe Finance PLC dated 21 April 2016 and the Board of Directors of Lendlease (US) Capital Inc. dated 22 April 2016. The establishment of the Programme and the guarantee of Notes issued thereunder have been duly authorised by resolutions of committees of the Boards of Directors of the Principal Guarantors dated 26 April 2016, such committees having been duly established by resolution of the Boards of Directors of the Principal Guarantors dated 6 April 2016.

### Listing

Application will be made to the SGX-ST for permission to deal in, and the listing and quotation of, any Notes that may be issued pursuant to the Programme and which are agreed at the time of or prior to the issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. There is no assurance that the application to the Official List will be approved. Admission to the Official List and listing of any Notes on the SGX-ST is not to be taken as an indication of the merits of the relevant Issuer, the relevant Guarantors, the Programme or such Notes. The SGX-ST assumes no responsibility for the correctness of any of the statements made, opinions expressed or reports contained herein. If the application to the SGX-ST to list a particular series of Notes is approved, such Notes if traded on the SGX-ST will be traded in a minimum board lot size of at least S\$200,000 (or its equivalent in other currencies).

Unlisted Notes may be issued under the Programme. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the relevant Issuer, the relevant Guarantors and the relevant Dealer(s) in relation to each Series of Notes. The Pricing Supplement relating to each Series of Notes will state whether or not the Notes of such Series will be initially listed on any stock exchange(s) and, if so, on which stock exchange(s) the Notes are to be initially listed.

So long as the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the relevant Issuer will appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that the Global Notes representing such Notes are exchanged for definitive Notes. In addition, if such event occurs, an announcement of such exchange will be made by or on behalf of the Issuer through the SGX-ST and such announcement shall include all material information with respect to the delivery of the definitive Notes, including details of the paying agent in Singapore.

### Delisting of Notes

The Trust Deed provides that if the applicable Pricing Supplement indicates that the Notes are listed on a stock exchange (the "**relevant Stock Exchange**"), the relevant Issuer will use its reasonable endeavours to maintain the listing on the relevant Stock Exchange of those of the Notes which are listed on the relevant Stock Exchange or, if it is unable to do so having used its reasonable endeavours, or if the Trustee is satisfied that the maintenance of such listing is unduly onerous and that to do so would not be materially prejudicial to the interests of the Noteholders, use its reasonable endeavours to obtain and maintain a quotation or listing of the Notes on such other stock exchange or exchanges or securities market or markets (in the case where Lendlease Europe Finance PLC is the relevant Issuer, being a "recognised stock exchange" within the meaning of Section 1005 of the United Kingdom Income Tax Act 2007) as the relevant Issuer or the relevant Guarantors (as the case may be) may (with the prior written approval of the Trustee) decide, and in connection with such change



in quotation or listing of the Notes the relevant Issuer, the relevant Guarantors and the Trustee may enter into a trust deed supplemental to the Trust Deed to effect such consequential amendments to the Trust Deed and give for themselves and/or on behalf of the Noteholders such consents or approvals as the Trustee may require or as shall be requisite to comply with the requirements of the Stock Exchange or other such stock exchange or securities market.

### **Clearing Systems**

Each Tranche of Bearer Notes will be initially represented by either a Temporary Global Note or a Permanent Global Note that will be deposited on the issue date thereof with a common depository on behalf of Euroclear and Clearstream, Luxembourg or any other agreed clearance system compatible with Euroclear and Clearstream, Luxembourg. Each Tranche of Registered Notes will be initially represented by interests in a Global Registered Note and deposited on the issue date thereof with a common depository for, and registered in the name of a nominee of a common depository for, Euroclear and Clearstream, Luxembourg. The appropriate Common Code and the ISIN for each tranche of Bearer Notes or Registered Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Pricing Supplement.

Each Series of AMTNs will (unless otherwise specified in the applicable Pricing Supplement) be registered in the name of Austraclear Ltd and entered in the Austraclear System.

If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be specified in the applicable Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels. The address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Legal Entity Identifier**

The Legal Entity Identifier for each Issuer is:

- Lendlease Finance Limited – 5493002EE2IQRQ3JUP44
- Lendlease Europe Finance PLC – 5493002DM420BXGOTQ52
- Lendlease (US) Capital Inc. – 549300LKUJW5S3A61X58

### **Conditions for Determining Price**

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer, the Principal Guarantors and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

### **No significant or material change**

Save as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of the Principal Guarantors, the Issuers or the Group since 30 June 2020 and there has been no material adverse change in the financial or trading position or prospects of the Principal Guarantors, the Issuers or the Group since 30 June 2020.

### **Litigation**

None of the Issuers nor the Principal Guarantors is involved in any material legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuers and the Principal Guarantors are aware) which may have or have had in the 12 months preceding the date

of this Offering Circular a material adverse effect on the ability of the Issuers and the Principal Guarantors to meet their obligations.

### **Independent Auditors**

The Group's consolidated financial statements as at and for the years ended 30 June 2019 and 2020 were audited by KPMG. The Group financial statements are prepared in accordance with AASB and have been prepared and presented in accordance with the IFRS.

### **Documents Available**

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available for inspection on the Principal Guarantor's website at [www.lendlease.com](http://www.lendlease.com) or (if not so available or the rules of SGX-ST or another applicable securities exchange so require) from the corporate office of the Principal Guarantors and from the specified office of the Principal Paying Agent which at the date of this Offering Circular is at One Canada Square, London E14 5AL, United Kingdom upon proof of holding to the satisfaction of the Principal Paying Agent and with prior appointment during normal business hours (being between 9.00 a.m. and 3.00 p.m.):

- (a) the constitutional documents of the relevant Issuer and the Principal Guarantors (including, in the case of Lendlease RE, the constitution of the Lendlease Trust);
- (b) the Group's audited consolidated financial statements in respect of the financial years ended 30 June 2019 and 30 June 2020 and unaudited consolidated financial statements of the Group in respect of the financial half years ending 31 December 2018 and 31 December 2019;
- (c) the most recently published audited consolidated annual financial statements of the Group and any unaudited consolidated interim financial statements of the Group published since the date of such consolidated annual financial statements, in each case together with any audit or review reports prepared in connection therewith (where relevant);
- (d) the Trust Deed, the Australian Deed Poll, the Agency Agreement, the Australian Agency Agreement and the forms of the Temporary Global Notes, the Permanent Global Notes, the Definitive Bearer Notes, the Receipts, the Coupons, the Talons and the Registered Global Notes and the Definitive Registered Notes;
- (e) a copy of this Offering Circular; and
- (f) any future offering circulars, supplemental offering circulars or Pricing Supplements (save that a supplemental offering circular or Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer, the Principal Guarantors and the Principal Paying Agent as to its holding of Notes and identity) relating to this Offering Circular and any other documents incorporated herein or therein by reference.

## ISSUERS

<b>Lendlease Finance Limited</b> Level 14, Tower Three International Towers Sydney Exchange Place, 300 Barangaroo Avenue Barangaroo NSW 2000 Australia	<b>Lendlease Europe Finance PLC</b> 20 Triton Street Regent's Place London, NW1 3BF United Kingdom	<b>Lendlease (US) Capital Inc.</b> 9th Floor 200 Park Avenue, New York, NY 10166 United States of America
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## GUARANTORS

<b>Lendlease Corporation Limited</b> Level 14, Tower Three International Towers Sydney Exchange Place, 300 Barangaroo Avenue Barangaroo NSW 2000 Australia	<b>Lendlease Responsible Entity Limited</b> Level 14, Tower Three International Towers Sydney Exchange Place, 300 Barangaroo Avenue Barangaroo NSW 2000 Australia	
<b>Lendlease Finance Limited</b> Level 14, Tower Three International Towers Sydney Exchange Place, 300 Barangaroo Avenue Barangaroo NSW 2000 Australia	<b>Lendlease Europe Finance PLC</b> 20 Triton Street Regent's Place London, NW1 3BF United Kingdom	<b>Lendlease (US) Capital Inc.</b> 9th Floor 200 Park Avenue New York NY 10166 United States of America

## TRUSTEE AND PRINCIPAL PAYING AGENT

**The Bank of New York Mellon, London Branch**  
One Canada Square  
London, E14 5AL  
United Kingdom

## REGISTRAR AND TRANSFER AGENT

**The Bank of New York Mellon SA/NV,  
Luxembourg Branch**  
Vertigo Building – Polaris  
2-4 rue Eugène Ruppert  
L-2453 Luxembourg  
Luxembourg

## AMTN ISSUING AND PAYING AGENT

**BTA Institutional Services Australia Pty Ltd**  
Level 2, 1 Bligh Street  
Sydney NSW 2000  
Australia

## AMTN REGISTRAR

**BTA Institutional Services Australia Pty Ltd**  
Level 2, 1 Bligh Street  
Sydney NSW 2000  
Australia

**ARRANGER**

**The Hongkong and Shanghai Banking Corporation Limited**

Level 17, HSBC Main Building

1 Queen's Road

Central, Hong Kong

**LEGAL ADVISORS**

**To the Issuers and the Guarantors as to  
Australian law**

**King & Wood Mallesons**

Level 61, Governor Philip Tower

1 Farrer Place Sydney NSW 2000

Australia

**To the Issuers and the Guarantors as to English  
law**

**King & Wood Mallesons**

Level 61, Governor Philip Tower

1 Farrer Place Sydney NSW 2000

Australia

**To the Issuers and the Guarantors as to United  
States law**

**Sidley Austin**

Level 10, 7 Macquarie Place

Sydney NSW 2000

Australia

**To the Issuers and the Guarantors as to  
Singapore taxation**

**WongPartnership LLP**

12 Marina Boulevard, Level 28

Marina Bay Financial Centre, Tower 3

Singapore 018982

**To the Arranger as to Australian law**

**Allens**

Level 37, 101 Collins Street

Melbourne Victoria 3000

Australia

**To the Arranger as to English law**

**Linklaters Singapore Pte. Ltd.**

One George Street #17-01

Singapore 049145

**To the Issuers and the Guarantors as to English  
taxation law**

**Herbert Smith Freehills**

101 Collins Street

Melbourne VIC 3000

Australia

**To the Issuers and the Guarantors as to  
Australian taxation law**

**Greenwoods & Herbert Smith Freehills**

ANZ Tower

161 Castlereagh Street

Sydney NSW 2000

Australia

**To the Trustee as to English law**

**Linklaters**

10<sup>th</sup> Floor, Alexandra House

18 Chater Road

Central

Hong Kong

**INDEPENDENT AUDITORS**

**KPMG**

Level 38 Tower Three  
International Towers Sydney  
300 Barangaroo Avenue  
Sydney NSW 2000 Australia

PO Box H67 Australia Square  
Sydney NSW 1213  
Australia