

# ASX ANNOUNCEMENT

5 May 2016

## Euro Medium Term Note Programme - Offering Circular

5 May 2016

Attached is a copy of Lendlease's Euro Medium Term Note Programme - Offering Circular. The Offering Circular was listed with the Singapore Exchange (SGX) today.

The establishment of the Euro Medium Term Note Programme forms part of Lendlease's routine capital markets activities, permitting the issuance of debt in a variety of capital markets and currencies.

ENDS

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## IMPORTANT NOTICE

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**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 OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION AND THE SECURITIES WILL BE OFFERED OR SOLD ONLY OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT ACTING FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")), IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S. FURTHERMORE, LENDLEASE (US) CAPITAL, INC. HAS NOT BEEN REGISTERED AS AN "INVESTMENT COMPANY" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), IN RELIANCE ON THE EXCEPTION FROM REGISTRATION SET FORTH IN SECTION 3(C)(7) OF THE INVESTMENT COMPANY ACT.**

**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, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. 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"), Lend Lease 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 "Principal Guarantor", and together the "Principal Guarantors"), Lendlease Finance Limited, Lend Lease Europe Finance PLC and Lendlease (US) Capital, Inc. (each a "Subsidiary Guarantor" and together, the "Subsidiary Guarantors") and Barclays Bank PLC and The Hongkong and Shanghai Banking Corporation Limited (the "Arrangers") that: (1)

you are not a U.S. Person (as defined in Regulation S) (“**U.S. Person**”) nor are you acting on behalf 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, or on behalf of persons that are not 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 Arrangers, 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 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

### **LEND LEASE 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**"), Lend Lease 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, Lend Lease 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, any of the Issuers may, from time to time, issue notes in bearer form ("**Bearer Notes**") or registered form ("**Registered Notes**") (collectively, the "**Notes**"). 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 will be constituted by a trust deed dated 3 May 2016 between the Issuers, the Principal Guarantors, the Subsidiary Guarantors and The Bank of New York Mellon, London Branch (the "**Trustee**") (the "**Trust Deed**").

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.**

Application will be made to receive the approval-in-principle from Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in, and for quotation of, any Notes which are agreed at 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 to the Official List for the listing of the Notes of any Series 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 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 depository 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, nor will they 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. Furthermore, Lendlease (US) Capital, Inc. has not been registered as an "investment company" under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"), in reliance on the exception from registration set forth in Section 3(c)(7) of the Investment Company Act. 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 “BBB-” by Standard & Poor’s (Australia) Pty. Ltd. (“**Standard & Poor’s**”), “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 is also 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.

#### **Arrangers**

**Barclays**

**HSBC**

The date of this Offering Circular is 3 May 2016.

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 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 Arrangers, the Dealers, the Trustee or any Agent (as defined below).

None of the Arrangers, 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 Arrangers, the Dealers, the Trustee or the Agents 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 Arrangers, 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 Arrangers, the Dealers, the Trustee or any Agent 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 Arrangers, 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 Arrangers, the Dealers, the Trustee or the Agents 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 Arrangers, the Dealers, the Trustee or any Agent.

This Offering Circular has not been, and will not be, lodged with the Australian Securities and Investments Commission and 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. 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 Arrangers, the Dealers, the Trustee or the Agents 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 Arrangers, 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 and include Notes in bearer form that are subject to United States tax law requirements. Furthermore, Lendlease (US) Capital, Inc. has not been registered as an “investment company” under the Investment Company Act in reliance on the exception from registration set forth in Section 3(c)(7)

of the Investment Company Act. 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). 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 Arrangers, 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 Arrangers, 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 Arrangers, the Dealers, the Trustee or the Agents 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*").

## **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 2014 and 30 June 2015; and (ii) the unaudited consolidated financial statements of the Group as at and for the half years ended 31 December 2014 and 31 December 2015. The consolidated financial statements for the years ended 30 June 2014 and 30 June 2015 were audited by KPMG, of 10 Shelley Street, Sydney NSW 2000, PO Box H67 Australia Square, Sydney NSW 1213, Australia, 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 and all references to "Australian dollars" and "A\$" refer to the lawful currency of the Commonwealth of Australia.

References in this Offering Circular to Lendlease or the Group are to the Principal Guarantors and their respective 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 its 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.

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 Arrangers 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 IN CIRCUMSTANCES WHERE SUCH ACTION COULD REASONABLY BE EXPECTED TO AFFECT THE PRICE OF NOTES OR OTHER SECURITIES TRADED IN AUSTRALIA OR ON A FINANCIAL MARKET (AS DEFINED IN THE AUSTRALIAN CORPORATIONS ACT) OPERATED IN AUSTRALIA), THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE PRICING SUPPLEMENT MAY 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, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. 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 IT 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 RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY 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 audited annual financial statements and the two most recently published half year 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.
- (c) the two most recently published full year Portfolio Reports and the two most recently published half year Portfolio Reports 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 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.

## 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, Lend Lease 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, Lend Lease 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

Arrangers : ..... Barclays Bank PLC and The Hongkong and Shanghai Banking Corporation Limited

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

Registrar: ..... The Bank of New York Mellon (Luxembourg) S.A.

Transfer Agent: ..... The Bank of New York Mellon (Luxembourg) S.A.

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: ..... Notes may be distributed either by way of private placement or on a syndicated or non-syndicated basis.

The Notes will be issued in series (each a "**Series**") 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 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 may be issued in bearer form and/or registered form as described in "*Form of the Notes*". Registered Notes will not be exchangeable for Bearer Notes and *vice versa*.

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).

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 Directive (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).

Taxation: ..... All payments in respect of the Notes will, subject to certain conditions and exceptions, be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 8 (*Taxation*) unless such deduction is required by law or required under FATCA. In the event that any such deduction is made, the Issuer 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 quotation of, any Notes which are agreed at 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.

There is no assurance that the application to the Official List of 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, such Notes listed on the SGX-ST will be traded on the SGX-ST in a 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 and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law.

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.

## 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.

### **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)), 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 S.A./N.V. ("**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 and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction) 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 U.S. persons or persons who have purchased for resale to any U.S. person or any person within the United States (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction), 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**

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

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.

## **General**

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Principal Paying Agent 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 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 and (if applicable), Registrar.

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*

Lendlease's business depends heavily on property and infrastructure development activity, construction activity and the demand for property investment management services. These sectors are highly cyclical, and accordingly changes in prevailing economic conditions in Australia and other regions where Lendlease operates may adversely impact Lendlease's businesses. 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 have affected, and may continue to 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.

Whilst Lendlease monitors economic, market, industry and company specific developments, it is difficult to predict changes in economic and market conditions and which economies, markets, industries and companies will be affected.

#### *Access to funding*

Property and infrastructure 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 there is currently adequate head-room to Lendlease financial covenants, factors such as falls in asset values and the inability to achieve timely asset sales could lead to a breach of such covenants. In such an event, Lendlease's lenders may require their loans to be repaid immediately.

Other covenants relate to change of control events. In the event a change of control event occurs, a review event or right to early payment in some facilities may be triggered and may result in debt becoming immediately due for payment.

#### *Property market risks*

Lendlease's businesses are dependent on prevailing property and infrastructure 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 or infrastructure 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 or infrastructure 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 or infrastructure development, management or investment activities or in the sale of interests in property or infrastructure 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, 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 resident 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 plan 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. If Lendlease is unable to procure investors 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.

#### *Construction activity risk*

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

- the ability of third parties such as designers 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 as a consequence of inadequate design, change in pricing conditions, industrial disputes, unforeseen conditions including inclement weather 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 insurance policies.

#### *Large scale development and construction projects*

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

These large scale development and construction projects present a number of risks. Principally, these are the same as the risks involved in other development and construction activity described above. 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.

#### *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 wholesale funds. Underperformance of those funds and reductions in property values will reduce fee income and may result in the removal of Lendlease as fund manager.

#### *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*

Lendlease's operations, particularly those in Australia, the United States and the United Kingdom, 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's current contribution rates to defined benefit pension schemes related to its business in the United Kingdom as disclosed in Lendlease's financial statements are considered adequate. However, 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). 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; construction (lead paint, asbestos, polychlorinated biphenyl (PCBs)); cultural heritage (aboriginal); flora and fauna (native vegetation, endangered species); and greenhouse gases. 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. Although Lendlease is not currently aware of any material risks, 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 and climatic conditions*

Lendlease's failure to adequately respond to the impact of climate change and associated legislative requirements could result in litigation (if reporting requirements are not met), 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 community expectations or match competitor products on sustainability issues.

Prolonged adverse weather conditions may result in delays in construction, giving rise to possible project losses, liquidated damages claims and/or deferral of revenue or profit recognition.

#### *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, 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). 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 insurer, 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.

#### *Adequacy of provisions*

Lendlease reviews the performance of its business and makes provisions in its accounts to reflect any expected losses. There is a risk that the assumptions upon which such expected losses are calculated will prove incorrect, resulting in actual losses being greater than that for which provision has been made. As a consequence, the Group's financial position may be adversely affected.

#### *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 our business activities; employee relations regulations, which affect Lendlease's dealings with employees; and financial services regulation, which affect Lendlease's investment management activity.

Changes in such 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.

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.

In addition, corruption and bribery have been the subject of increasing regulatory focus in recent years and anti-bribery and corruption regulation 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 suffer from criminal or civil penalties, 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 future 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 are regularly reviewed 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 or penalties may be imposed on Lendlease.

Under current income tax legislation, Lendlease Trust is generally not liable for Australian income tax, including capital gains tax, provided Lendlease Trust distributes all of its trust law income. Should the actions or activities of Lendlease cause Lendlease Trust to fall within the operative provisions of Division 6B or 6C of the Income Tax Assessment Act 1936 of the Commonwealth of

Australia, Lendlease Trust may be taxed on its net income at a rate which is currently equivalent to the corporate income tax rate of 30%. Management of the Lendlease Trust seeks to ensure that neither Division 6B nor 6C will apply.

#### *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 clients and tenants may reduce the income received by Lendlease.

#### *Litigation and disputes*

Lendlease's business is focussed on property and infrastructure 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, the aggregate value of which to the extent it can be readily or reliably quantified at this time will not have a material impact on the financial position of Lendlease. These claims have arisen out of Lendlease's general business activities, and include claims arising from businesses it has sold to third parties, claims made under construction and development contracts and disputes with government agencies (such as the Australian Taxation Office ("ATO")).

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 a material 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.

### *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 Lend Lease 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% 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. Such payments will include US-source interest and the gross proceeds from the sale or other disposition of notes that can produce US-source interest. 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). Payments of gross proceeds from a sale or other disposition of Notes could also be subject to FATCA withholding unless such disposition occurs before January 1, 2019. 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")*

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, 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.

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.

*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 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 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 any other document which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven or to comply with mandatory provisions of law or any requirement of Euroclear, Clearstream, Luxembourg or any clearing system in which the Notes may be held. 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 are governed by English law. No assurance can be given as to the impact of any possible judicial decision or change to English 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.

## 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/Lend Lease 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/Lend Lease 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 [●] 2016 [, 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 30 The Bond, 30 Hickson Road, Millers Point, Sydney 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 [●] 2016 [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 [●] 2016 [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 30 The Bond, 30 Hickson Road, Millers Point, Sydney 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.]

*[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.]*

1. Issuer: [Lendlease Finance Limited/Lend Lease 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/Lend Lease 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 Proceeds: [ ] [(include 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 Directive 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 Amount(s): [ ] per Calculation Amount

(d) Broken Amount(s): [ ] per Calculation Amount, payable on the 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 Directive and the requirements of Annex XII to the Prospectus Directive 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 Directive 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 Directive and the requirements of Annex XII to the Prospectus Directive 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]

[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 depository 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.)*

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]

#### **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: Reg. S Category 2; TEFRA D/TEFRA C/TEFRA not applicable
40. Additional selling restrictions: [Not Applicable/give details]  
 (To consider relevant jurisdictions)
41. 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, Lend Lease Europe Finance PLC and Lendlease (US) Capital, Inc.]

**OPERATIONAL INFORMATION**

ISIN Code: [ ]

Common Code: [ ]

Any clearing system(s) other than Euroclear Bank S.A./N.V. 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/Lend Lease 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. 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. 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 Lend Lease Europe Finance PLC or Lendlease (US) Capital, Inc. (together, subject as provided below, the "**Issuers**" and each, an "**Issuer**") constituted by a Trust Deed (such Trust Deed as modified and/or supplemented and/or restated from time to time, the "**Trust Deed**") dated 3 May 2016 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, Lend Lease 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).

In this Note, 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 and shall mean:

- (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; and
- (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.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Agency Agreement (such agency agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") dated 3 May 2016 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 (Luxembourg) S.A. 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**”).

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 attached to or endorsed on this Note and supplements these Terms and Conditions of the Notes (the “**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 to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

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, the persons in whose name the Registered Notes 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. 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 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, the Agency Agreement and the applicable Pricing Supplements which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

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 the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of

inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

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

The Notes 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). 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.

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.

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. 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.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank S.A./N.V. ("**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 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.

## **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 depositary 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 depositary 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 and vice versa.

Subject as provided in Condition 2.5 (*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 **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 part of a Registered Note, called for partial redemption.

### 2.4 **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.

### 2.5 **Closed Periods**

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

2.5.1 15 days ending on (and including) the due date for redemption of, or payment of any Instalment Amount in respect of, that Note; and

2.5.2 seven days ending on (and including) any Record Date (as defined in Condition 6.4).

### 2.6 **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 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, Lend Lease 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 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, 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 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.

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).

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:

“**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 would be 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, in which case D<sub>2</sub> 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:

“**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 (i) that day is the last day of February; or (ii) such number would be 31, in which case D<sub>1</sub> 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.

#### 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 **General provisions applicable to payments**

6.5.1 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.

6.5.2 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.

6.5.3 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.

- 6.5.4 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.

## 6.6 **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:

- 6.6.1 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
- 6.6.2 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.

## 6.7 **Interpretation of principal and interest**

- 6.7.1 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.
- 6.7.2 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;

(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.

### 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 unmatured 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 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.

**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 assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)); or
- 8.1.5 presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or
- 8.1.6 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
- 8.1.7 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
- 8.1.8 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
- 8.1.9 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 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 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 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 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 provided that:

12.2.1 there will at all times be a Principal Paying Agent and a Registrar;

- 12.2.2 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
- 12.2.3 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 6.5 (*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, Receiptholders 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 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 and will be deemed to have been validly given on the third day after the date of such mailing.
- 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). 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 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. 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 (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  $66 \frac{2}{3}$  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  $33 \frac{1}{3}$  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 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 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 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 having regard to its rights under the Trust Deed to obtain advice from professional advisers, 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 any other document which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven or to comply with mandatory provisions of law or any requirement of Euroclear, Clearstream, Luxembourg or any clearing system in which the Notes may be held. 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 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, the Receipts, the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

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, the Agency Agreement, the Notes, 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, 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, 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.

**19.3 Appointment of Process Agent**

Each of LLC, Lendlease RE, Lendlease Finance Limited and Lendlease (US) Capital, Inc. irrevocably and unconditionally appoint Lend Lease 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 Lend Lease 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.

**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 2014 and 30 June 2015 have 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 2014 and 31 December 2015 have been derived from the Group's unaudited consolidated financial statements for those periods. The Group's financial statements for the years ended 30 June 2014 and 30 June 2015 were audited by KPMG, in accordance with AASBs and have been prepared and presented in accordance with 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 tenth of a million Australian dollars, unless otherwise indicated.

### Income Statement

	Half year to 31 December 2015 (A\$m)	Full year to 30 June 2015 (A\$m)	Half year to 31 December 2014 (A\$m)	Full year to 30 June 2014 (A\$m)
Revenue	7,340.0	13,280.9	5,897.8	13,935.9
Cost of sales	(6,522.7)	(11,613.3)	(5,163.1)	(11,760.7)
<b>Gross profit</b>	<b>817.3</b>	<b>1,667.6</b>	<b>734.7</b>	<b>2,175.2</b>
Other income	85.1	251.8	187.7	189.9
Other expenses	(552.6)	(1,051.8)	(486.1)	(1,319.3)
<b>Results from operating activities</b>	<b>349.8</b>	<b>867.6</b>	<b>436.3</b>	<b>1,045.8</b>
Finance revenue	14.8	17.7	10.5	37.2
Finance costs	(60.5)	(137.2)	(70.1)	(143.7)
<b>Net finance costs</b>	<b>(45.7)</b>	<b>(119.5)</b>	<b>(59.6)</b>	<b>(106.5)</b>
Share of profit / (loss) of equity accounted investments	121.4	19.9	(9.0)	59.3
<b>Profit before Tax</b>	<b>425.5</b>	<b>768.0</b>	<b>367.7</b>	<b>998.6</b>
Income tax expense	(71.9)	(149.1)	(52.4)	(175.3)
<b>Profit after Tax</b>	<b>353.6</b>	<b>618.9</b>	<b>315.3</b>	<b>823.3</b>
<i>Basic/Diluted Earnings per Lendlease Corporation Limited Share (EPS)</i>				
Shares excluding treasury shares (cents)	46.7	96.4	49.2	137.7
Shares on issue (cents)	44.4	91.5	46.7	130.3
<i>Basic/Diluted Earnings per Lendlease Group Stapled Security (EPSS)</i>				
Securities excluding treasury securities (cents)	64.1	112.4	57.5	150.8
Securities on issue (cents)	60.9	106.8	54.5	142.7

## Statement of Financial Position

	As at 31 December 2015 (A\$m)	As at 30 June 2015 (A\$m)	As at 31 December 2014 (A\$m)	As at 30 June 2014 (A\$m)
<b>Current Assets</b>				
Cash and cash equivalents	570.0	750.1	776.5	1,715.8
Loans and receivables	3,110.9	3,631.0	2,045.7	1,777.3
Inventories	2,016.4	1,980.0	1,940.0	1,345.6
Other financial assets	43.4	42.7	47.7	50.4
Current tax assets	18.4	8.6	37.7	0.0
Other assets	74.2	83.2	81.4	43.5
<b>Total current assets</b>	<b>5,833.3</b>	<b>6,495.6</b>	<b>4,929.0</b>	<b>4,932.6</b>
<b>Non Current Assets</b>				
Loans and receivables	296.0	320.1	417.1	633.8
Inventories	2,623.2	2,124.2	2,060.5	1,785.9
Equity accounted investments	1,275.2	1,235.8	807.7	578.0
Investment properties	6,312.7	5,994.9	5,510.5	4,832.0
Other financial assets	632.3	625.7	993.6	972.1
Deferred tax assets	207.7	305.5	292.0	251.3
Property, plant and equipment	360.9	348.8	348.9	360.3
Intangible assets	1,470.9	1,444.7	1,381.7	1,323.7
Defined benefit plan asset	8.3	9.2	10.6	7.6
Other assets	63.4	54.7	64.6	74.5
<b>Total non current assets</b>	<b>13,250.6</b>	<b>12,463.6</b>	<b>11,887.2</b>	<b>10,819.2</b>
<b>Total assets</b>	<b>19,083.9</b>	<b>18,959.2</b>	<b>16,816.2</b>	<b>15,751.8</b>
<b>Current Liabilities</b>				
Trade and other payables	4,642.3	5,036.1	3,852.4	4,034.1
Resident liabilities	4,291.3	4,080.4	3,671.3	3,195.5
Provisions	321.0	328.8	238.1	254.6
Borrowings and financing arrangements	220.4	227.3	213.4	0.0
Current tax liabilities	0.0	0.0	0.0	51.4
Other financial liabilities	30.1	33.7	34.9	40.0
<b>Total current liabilities</b>	<b>9,505.1</b>	<b>9,706.3</b>	<b>8,010.1</b>	<b>7,575.6</b>
<b>Non Current Liabilities</b>				
Trade and other payables	1,590.1	1,586.0	1,269.6	722.3
Provisions	43.2	46.0	53.0	82.3
Borrowings and financing arrangements	2,372.1	2,223.0	2,310.3	2,347.0
Defined benefit plan liability	65.9	68.8	81.9	39.5
Other financial liabilities	21.1	32.3	44.4	59.6
Deferred tax liabilities	112.2	128.6	92.5	56.7
<b>Total non current liabilities</b>	<b>4,204.6</b>	<b>4,084.7</b>	<b>3,851.7</b>	<b>3,307.4</b>
<b>Total liabilities</b>	<b>13,709.7</b>	<b>13,791.0</b>	<b>11,861.8</b>	<b>10,883.0</b>
<b>Net assets</b>	<b>5,374.2</b>	<b>5,168.2</b>	<b>4,954.4</b>	<b>4,868.8</b>
<b>Equity</b>				
Issued capital	1,264.4	1,256.3	1,244.4	1,618.2
Treasury securities	(95.4)	(89.9)	(90.2)	(116.1)
Reserves	113.9	91.7	17.1	24.4
Retained earnings	3,071.1	2,936.0	2,832.3	2,824.0
<b>Total equity attributable to members of Lendlease Corporation Limited</b>	<b>4,354.0</b>	<b>4,194.1</b>	<b>4,003.6</b>	<b>4,350.5</b>

## Statement of Financial Position

	As at 31 December 2015 (A\$m)	As at 30 June 2015 (A\$m)	As at 31 December 2014 (A\$m)	As at 30 June 2014 (A\$m)
Total equity attributable to unitholders of Lendlease Trust	1,018.8	968.0	944.9	513.3
<b>Total equity attributable to securityholders</b>	<b>5,372.8</b>	<b>5,162.1</b>	<b>4,948.5</b>	<b>4,863.8</b>
External non controlling interests	1.4	6.1	5.9	5.0
<b>Total equity</b>	<b>5,374.2</b>	<b>5,168.2</b>	<b>4,954.4</b>	<b>4,868.8</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 31 December 2015.

<b>As at 31 December 2015</b>			
	<b>Maturity</b>	<b>Facility Amount<sup>1</sup> A\$m</b>	<b>Facility Used A\$m</b>
<b>Commercial Notes</b>			
UK Bond Issue £300m	October 2021	606.8	606.8
US Private Placement US\$25m <sup>2</sup>	October 2017	34.2	34.2
Singapore Bond S\$275m	July 2017	266.4	266.4
Australian Medium Term Notes <sup>3</sup>	November 2018 / May 2020	475.6	475.6
		<b>1,383.0</b>	<b>1,383.0</b>
<b>Bank Credit Facilities</b>			
Syndicated Multi Option Facility <sup>4</sup>	June 2019/2020	1,499.0	978.9
Club Revolving Facility £330m <sup>5</sup>	December 2016/2017	673.5	220.4
Other	October 2030	10.2	10.2
		<b>2,182.7</b>	<b>1,209.5</b>
Other financial liabilities and bank overdrafts <sup>6</sup>		127.2	40.6
<b>Total</b>		<b>3,692.9</b>	<b>2,633.1</b>

<sup>1</sup> Gross facility adjusted for unamortised transaction costs as recorded in the financial statements.

<sup>2</sup> The US Private Placement Note matures in October 2017 (US\$25m).

<sup>3</sup> The Australian Medium Term Notes mature in November 2018 (A\$250m) and May 2020 (A\$225m).

<sup>4</sup> The Syndicated Multi Option Facility matures in June 2019 (A\$600m) and June 2020 (A\$900m).

<sup>5</sup> The Club Revolving Facility matures in December 2016 (£165m) and December 2017 (£165m).

<sup>6</sup> Includes other financial liabilities of A\$40.6m and A\$86.6m of bank overdrafts and other.

Save as disclosed below, there has been no material change to the capitalisation of the Group since 31 December 2015.

The Club Revolving Facility was refinanced effective 24 March 2016 with the amount of the facility increased to £400m for a period of 5 years.

### **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

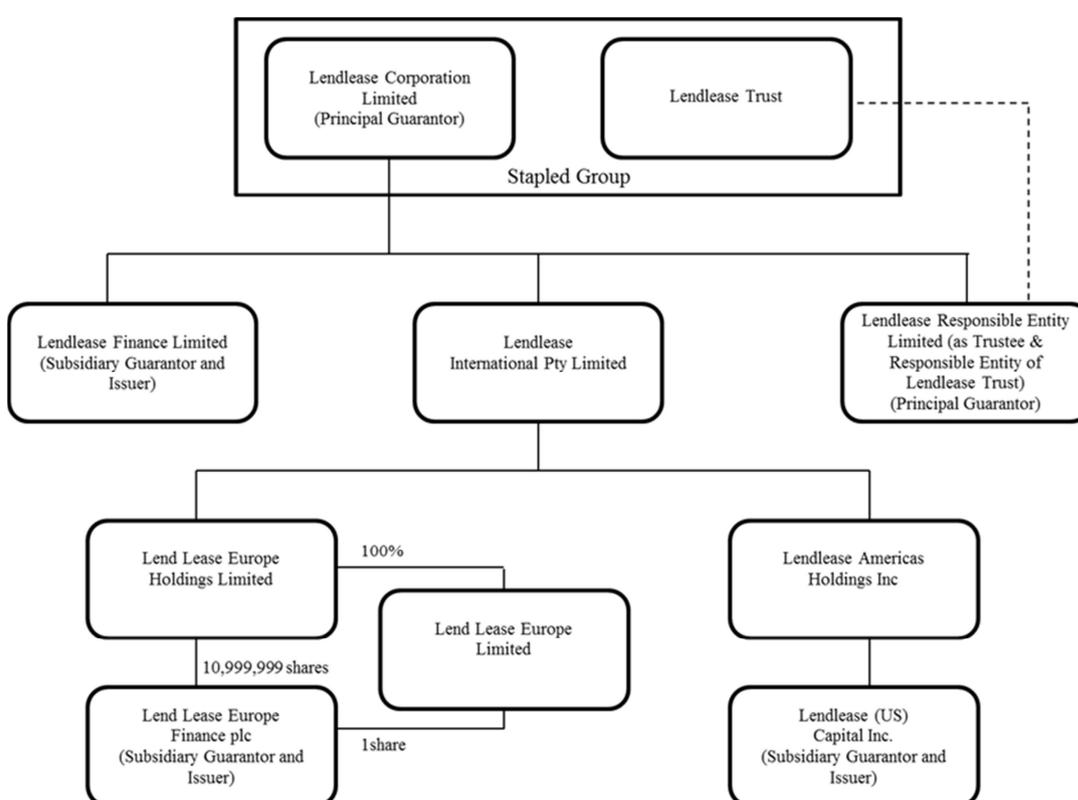
### Business Overview

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 July 1986 with limited liability in Australia. All of the shares in Lendlease Finance Limited are held by Lendlease Corporation Limited. Lendlease Finance Limited's registered office is at Level 4, 30 The Bond, 30 Hickson Road, 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	Anthony P. Lombardo
Director	Simon G. Benson
Director	Paul J. Hooper
Company Secretary	Susan A. Westlake
Company Secretary	Katrina B. Smith

### *Lend Lease Europe Finance plc*

Lend Lease Europe Finance plc was incorporated on 17 March 2000 with limited liability in England. All but one share in Lend Lease Europe Finance plc is indirectly held by Lendlease Corporation Limited (through its wholly-owned Subsidiary, Lend Lease Europe Holdings Limited) with the remaining share indirectly held by Lendlease Corporation Limited (through its wholly owned Subsidiary, Lend Lease Europe Ltd). Lend Lease 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	Georgina J. Scott
Director	Victoria E. Quinlan
Director	Raymond B.T. Boswell
Company Secretary	Jennifer Draper

### *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 (through its wholly-owned Subsidiary, Lendlease Americas Holdings Inc) by Lendlease Corporation Limited. Lendlease (US) Capital Inc.'s registered office is at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 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	Thomas E. Tether
Assistant Company Secretary	Kevin M. Davis
Assistant Company Secretary	Mike Miano

**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\$8.3 billion as at 31 December 2015. The Group was founded in 1958 and today is a leading international property and infrastructure group with operations in Australia, Asia, Europe and the Americas. Lendlease's vision is to create the best places. Lendlease aims to create places by setting world leading standards for safety, innovation and sustainability. Lendlease currently employs approximately 12,000 people.

The principal activities of the Group include designing, developing, constructing, funding, owning, co-investing in, operating and managing property and infrastructure assets. The Group is organised in four major geographic regions: Australia, Asia, Europe and the Americas. The Group delivers the above activities in each region, in part or in full through its integrated model. The integrated model combines the Group's capabilities across development, construction and investment management and is evident where two or more of these areas combine to create value across the property and infrastructure value chain.

The core capabilities, products and returns of each of Lendlease's principal business segments is outlined below.

#### *Property Development*

- **Core Capability:** The acquisition and development of inner and outer urban development sites in key global cities for government, business and consumer clients.
- **Core Products:** Apartments, commercial offices, retail centres, masterplanned communities, healthcare facilities and retirement villages.
- **Core Returns:** Earnings derived through the development and sale of projects and development management fees received from co-investors.

#### *Infrastructure Development*

- **Core Capability:** Arranging the development of Public Private Partnership ('PPP') projects for key government clients.
- **Core Products:** Investment in infrastructure projects such as roads, hospitals, rail, prisons and convention centres under a PPP model.
- **Core Returns:** Origination fees for facilitation of PPP transactions, asset management fees, investment income and capital growth on capital contributions.

#### *Construction*

- **Core Capability:** Providing project management and construction services in key global cities for governments, businesses and consumers.
- **Core Segments:** Building, engineering and construction services.
- **Core Products:** Apartments, commercial offices, retail centres, healthcare facilities, education facilities, defence facilities, roads, railways, bridges, tunnels and water, energy and telecommunications infrastructure.

- **Core Returns:** Project management and construction management fees.

*Investment Management*

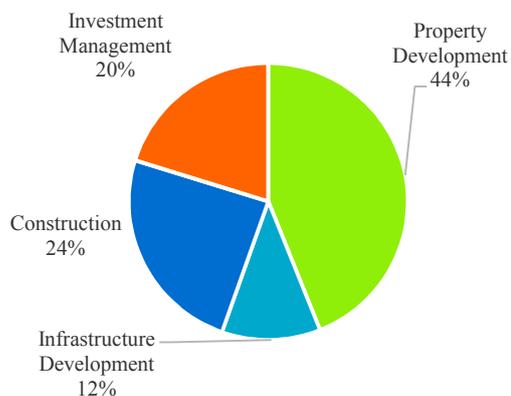
- **Core Capability:** Investment management services including property and asset management solutions and providing clients with access to new investment opportunities, including through the Lendlease Group’s integrated model.
- **Core Product:** Property and infrastructure funds and mandates, including managing the Group’s own property and infrastructure investments.
- **Core Returns:** Fund and property management fees and investment yields and capital growth on co-investments.

Lendlease’s business approach is to maintain a portfolio of operations that deliver diversification of earnings by segment and region, providing a mitigant to property cycles. This approach means that through cycles the composition of earnings from each segment or region may vary. Within the Construction, Development and Investment Management businesses, projects and investments are also managed as a portfolio, so that unless material on a portfolio basis, the performance of individual projects and investments is not separately identified.

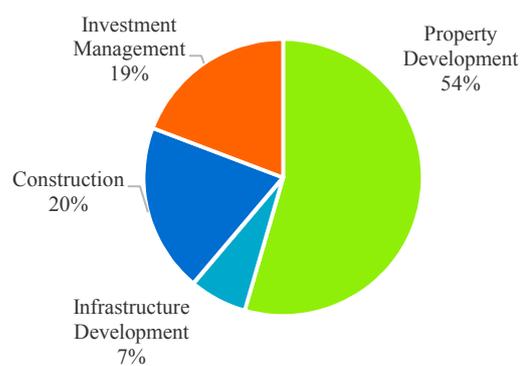
The charts below illustrate the relative contributions of each operating segment and region to the Group’s earnings before interest, tax, depreciation and amortisation (Operating EBITDA, that is before accounting for group services and treasury) for the twelve months ended 30 June 2015 and the six months ended 31 December 2015.

*Operating EBITDA by segment*

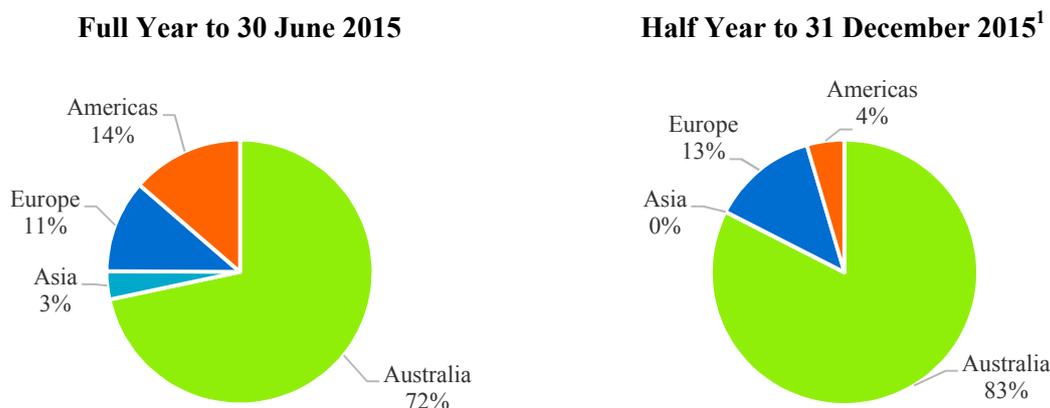
**Full Year to 30 June 2015**



**Half Year to 31 December 2015**



Operating EBITDA by region



**Group History - Highlights**

1958	Lendlease Corporation is founded
1960-1969	Lendlease acquires construction firm Civil & Civic from Bredero's Operations expand throughout Australia and New Zealand
1970-1979	Lendlease launches operations in Singapore and the US GPT (General Property Trust) is formed as one of the first and largest diversified property trusts in Australia
1980-1989	APPF (Australian Prime Property Fund) is formed, one of Australia's leading unlisted wholesale property funds MLC Limited (Mutual Life & Citizens) becomes a wholly owned Lendlease subsidiary in 1982
1990-1999	The Lendlease developed asset Bluewater opens, one of Europe's largest retail and leisure destinations International operations strengthen with the acquisition of P&O's Global Project Management Company (Bovis) and formation of Actus Lend Lease in the U.S. to develop large-scale military housing communities
2000-2009	Sale of MLC in June 2000 Lendlease is awarded the contract to develop Sydney's largest CBD development of A\$6 billion, Barangaroo South, over the following 10 to 15 years Lendlease consortium acquires A\$1.4 billion ING Retail Property Fund in Australia GPT elects to internalise management, splitting from Lendlease Acquires 'Delfin' – a specialist in developing residential communities across Australia Lendlease receives approvals for the acquisition of its Retirement Living platform, previously known as PrimeLife
2010-2012	Lendlease acquires Valemus Australia, parent company of Abigroup,

<sup>1</sup> EBITDA attributable for Asia was A\$(31.6)m for the Half Year to 31 December 2015. For the purpose of this chart, this has been reflected as 0%.

2013-2015	Boulderstone and Conneq in December 2010 Large scale urbanisation pipeline expands to over A\$35 billion as at 31 December 2015
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## **Overview of Lendlease’s operating segments, regions and competitive strengths**

Lendlease's has four reporting segments: Property Development, Infrastructure Development, Construction and Investment Management.

Further information about these segments and the regions in which they operate is provided below.

### **Property Development**

Lendlease’s Property Development business focusses on creating and managing complex mixed-use property developments incorporating residential, retail centres, commercial precincts and senior living communities in partnership with governments, private clients, joint venture partners and investors. Lendlease is a specialist in managing the entire development process, from acquiring land, to master planning, design, place making, consulting with local authorities, project management, securing approvals and leasing.

The segment contributed 44% of the Group’s Operating EBITDA for the full year ended 30 June 2015 (54% for the half year to 31 December 2015) and had an estimated development pipeline end value of A\$46.6 billion as at 31 December 2015.

Property Development operates in four key sectors – Residential, Retail, Commercial and Healthcare across all four of Lendlease’s geographic regions.

#### *Residential*

In the residential sector, Lendlease develops major urban regeneration projects incorporating residential apartments and master-planned community developments and owns and operates retirement living villages in Australia.

Lendlease’s urban regeneration projects are typically large scale with estimated end development values exceeding A\$1 billion. Projects are usually located either in or near city centres and sites are typically procured from governments or government agencies. The developments are medium to high density and are mixed use in nature containing residential, retail, commercial, infrastructure and place making.

In Australia, Lendlease creates large-scale, master-planned urban communities such as Barangaroo South and Darling Square (Sydney), Victoria Harbour (Melbourne) and Brisbane Showgrounds (Brisbane). Lendlease is also one of Australia’s largest for-profit owner, operator and developer of retirement living villages, with over 14,000 retirement village units as at 31 December 2015.

In Europe, Lendlease is developing a number of large-scale urban regeneration projects in the United Kingdom, including The International Quarter, Elephant & Castle and The Wharves Deptford, as well as smaller inner urban apartment projects in Wandsworth and Chiswick.

In the Americas, Lendlease has commenced residential developments in the United States through joint venture partnerships in Chicago (Riverline), New York (281 Fifth Avenue in the NoMad district) and by itself in Boston (Clippership).

### *Retail*

In the Retail sector, Lendlease has extensive expertise in retail developments around the world with a proven end-to-end capability in the design and development of flagship leisure destinations.

In Australia, Lendlease has developed retail malls, such as Caneland Central in Mackay, Queensland, Macarthur Square in Sydney and Lakeside Joondalup in Western Australia.

In Asia, Lendlease has played a key role in the acquisition, development and management of several retail-led developments in Singapore and Malaysia. In Singapore these include the 313@somerset retail mall on Orchard Road, Parkway Parade, Jem retail mall and office complex at Jurong Gateway and currently under development Paya Lebar Central incorporating retail, office and residential.

In Europe, Lendlease has developed a number of significant large-scale retail centres in the United Kingdom, including Bluewater (Kent) and Touchwood (Solihull).

### *Commercial*

Lendlease provides innovative commercial office buildings, refurbishments and workplace solutions. From modern buildings to multi-year building refurbishment programs, the Group uses its global experience to deliver projects that are flexible, efficient, sustainable and allow people to be connected to their place of work to help the client reduce costs and improve staff engagement. Lendlease is focused on sustainability, consistently targeting and often achieving high rating certifications for its office buildings.

Lendlease's commercial development projects, either under way or completed include Darling Quarter (Sydney), 30 The Bond (Sydney), International Towers Sydney One, Two and Three (Sydney), Kingsgate at Brisbane Showgrounds (Brisbane), ANZ Centre (Melbourne), The Gauge (Melbourne) and the first two commercial towers at The International Quarter (London).

### *Healthcare*

Lendlease has a strong development and construction capability in the Healthcare sector. In Australia Lendlease is constructing over A\$2 billion of healthcare projects including two of the country's large-scale hospitals, Sunshine Coast University Hospital in Queensland and New Bendigo Hospital Victoria. In the Americas Lendlease acquired DASCO, a specialist in the development, financing, leasing and management of property in the healthcare sector in the US.

## **Infrastructure Development**

Infrastructure Development operates in Australia, Europe and the Americas. It develops, manages and invests in projects primarily using the public private partnership ("PPP") procurement model. Under a PPP model, a government typically grants a long term concession to the successful private sector consortium to finance, build, operate, maintain and ultimately to hand back the infrastructure, commonly after a period of between 20 and 30 years.

The segment contributed 12% of the Group's Operating EBITDA for the full year ended 30 June 2015 (7% for the half year to 31 December 2015) and had more than A\$360m of invested equity in 25 projects across the globe as at 31 December 2015.

In Australia, Lendlease's infrastructure development team, Capella Capital, is a market leader and has the capability to develop and manage infrastructure projects across the education, health, justice, defence, transport, accommodation and commercial and industrial real estate sectors. Recent PPPs include the Sydney Light Rail transaction in Sydney, the Ravenhall Prison in western

Melbourne, the New Bendigo Hospital Project in Bendigo, the Sunshine Coast Public University Hospital in Queensland and Darling Harbour Live in Sydney.

In the Americas, Lendlease remains one of the leading providers of privatised military housing and lodging for the US Department of Defence. We currently have a military housing portfolio of 53,105 residential units and privatised hotel rooms. Our Department of Defence communities' portfolio spans across 25 states.

## **Construction**

The Construction sector is organised across three core capabilities: Building (operating in all four regions), Engineering (operating in Australia only) and Services (operating in Australia only). The business operates across a broad range of sectors, including commercial, residential, industrial, life sciences, retail, hospitality and mixed-use.

The segment contributed 24% of the Group's Operating EBITDA for the full year ended 30 June 2015 (20% for the half year to 31 December 2015) and had a backlog revenue (being the balance of work to be completed under existing construction contracts) position at 31 December 2015 of A\$18.6 billion.

Lendlease Building is a market leader in Australia, with a sector-focussed approach, and provides innovative and industry-leading project management, design and construction services driven by detailed sector knowledge and experience. Lendlease's in-house design teams combine traditional design skills with specialist technical capabilities in areas ranging from architectural to urban design and strategic procurement.

Lendlease Engineering is a leader in civil infrastructure. Working across Australia, the business offers advanced technical capabilities and significant construction resources for the creation of critical transport and infrastructure assets.

Lendlease Services is a specialist maintenance and asset management contractor, providing services to the Roads, Water, Power, Telecommunications and Industrial, Resources and Retirement Living sectors. The business specialises in asset and facilities management with services including long-term operation and maintenance programs, capital upgrades, shutdown and reactive repairs and fabrication works.

In Australia, Lendlease has delivered some of the most iconic buildings and infrastructure including Sydney Opera House, Anzac Bridge, Australia Square, MLC Centre, Adelaide Oval, Barangaroo Reserve, Sydney 2000 Olympic Athletes Village, Sydney Airport and Brisbane International Airport.

Selected examples of the project management and construction projects Lendlease has delivered in its international regions include BBC London Headquarters, Bluewater Shopping Centre, 2012 Olympic Athletes Village London, Petronas Twin Towers, Jem, 313@somerset, National September 11 Memorial and Museum, One57, 432 Park Avenue and the restoration of the Statue of Liberty. In the Americas, Lendlease is one of the leading contractors in high-rise residential construction.

## **Investment Management**

Investment Management invests on behalf of institutional investors including pension funds, sovereign wealth funds, investment managers and insurance companies, giving its investment partners access to quality property assets across the risk/return spectrum through a range of wholesale investment funds and direct mandates.

Investment Management provides investors with access to Lendlease's in-house development, asset and property management, research, capital transactions, project management and construction skills. As part of the Lendlease group, Investment Management is able to offer investors opportunities to invest in development projects. In this way, Investment Management can offer its clients a distinctive range of investment products, while at the same time supporting Lendlease's development pipeline by providing the Group with access to third party capital.

The segment contributed 20% of the Group's Operating EBITDA for the full year ended 30 June 2015 (19% for the half year to 31 December 2015). As at 31 December 2015, Lendlease's Investment Management business held A\$22 billion of funds under management and over A\$11 billion of assets under management. The Investment Management segment also includes Lendlease's own direct and indirect property investments.

Lendlease's direct and indirect property investments currently focus on retail and mixed-use assets with development potential. Lendlease typically has a co-investment on balance sheet and co-owns the assets with third party capital partners including Lendlease wholesale managed funds and assets.

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 approximately A\$1.4 billion as at 30 June 2015 (A\$1.4 billion as at 31 December 2015).

### **Capital Management and Deployment**

Lendlease's focus is on deploying capital on an efficient basis. The priorities for redeployment of capital include continued production of existing projects in the pipeline, origination of new projects to replenish the pipeline, and balance sheet or capital management initiatives.

Integral to the overall capital management and deployment process, Lendlease remains committed to maintaining an investment grade rating from one or more credit Rating Agencies.

### **Strategy**

From 2009 to 2014, Lendlease pursued its 'Restore, Build, Lead' strategy to become a leading international property and infrastructure group in the core markets in which it operates. Between 2009 and 31 December 2015, Lendlease's development pipeline grew from A\$25.6 billion to A\$46.6 billion, construction backlog revenue grew from A\$12.3 billion to A\$18.6 billion and funds under management grew from A\$9.9 billion to A\$22 billion.

Successful delivery of the previous five year strategy has placed Lendlease in a strong position and enabled the Group's strategy to evolve to focus on delivering the value from its large development pipeline and construction backlog safely while also leveraging its integrated model and taking a disciplined approach to growing the business further in specific target sectors.

This new strategy, called 'Focus and Grow', is defined by two core concepts:

**Focus:** focus on delivering optimal performance safely at Lendlease's target margins. This means investing in people; remaining disciplined in delivery; maximising opportunities from the integrated model; and ensuring a strong and effective approach to risk management.

**Grow:** pursuing disciplined growth in sectors where Lendlease already has deep skills as a developer, contractor, or investment manager.

Lendlease's strategies are designed to deliver its key portfolio objectives of earnings visibility, geographic and sector diversification and growth in its target areas. The Group's strategy is

underpinned by a focus on six major socioeconomic trends which drive long term demand in areas in which the Group has existing capabilities:

<b>Urban Regeneration</b>	Urbanisation creates increasing pressure to plan for, and accommodate denser populations.
<b>Infrastructure</b>	Urbanisation and population growth are driving the need for improved productivity, creating strong demand for infrastructure at both the social and economic levels.
<b>Ageing Population</b>	An ageing population, requiring different housing solutions and greater healthcare support services in all our major markets.
<b>Funds Growth</b>	Continuing growth in funds under management ('FUM'), consolidation of large pension funds and emergence of sovereign wealth funds as dominant investors.
<b>Sustainability</b>	Sustainability remains imperative for many governments, investors and consumers who demand defined standards to improve environmental and social outcomes.
<b>Technology</b>	Technology is rapidly changing the operating environment of business and will impact property and infrastructure ownership, utilisation and services.

Core Values of Safety, Sustainability, Diversity and Inclusion support the Group's strategy.

### *Safety*

Operating incident and injury free wherever it has a presence is central to Lendlease's business approach and is embedded in all relevant decision making.

People's health and safety is at the heart of this approach. In line with its corporate strategy, 'Focus and Grow', Lendlease is focused on safely delivering its existing pipelines, while applying the most stringent form of health and safety requirements across all of its operations. Lendlease's Global Minimum Requirements ("GMRs") set the benchmark in terms of risk management and compliance and are applied in order to drive down incidents across the business.

The health and wellbeing of Lendlease's people is paramount to helping achieve the Group's aspirations. While the GMRs act as a foundation for achieving consistent performance, influencing attitudes and behaviours, Lendlease encourages its people to take a broader focus beyond compliance and safety, towards a more holistic view of health and wellbeing.

### *Sustainability*

Sustainability is a key component of the Lendlease's business strategy. Lendlease considers environmental, social, ethical and economic factors form an integral part of the management and value creation process across the property and infrastructure value chain. This is evidenced by 100 per cent of Lendlease's major urban development projects having achieved or targeting green certification.

Lendlease has also received numerous awards recognising environmental and social leadership, including the Australian Prime Property Fund Commercial (APPF Commercial) ranking first

globally out of 707 participants in the 2015 Global Real Estate Sustainability Benchmark (GRESB) for the second year running and five retail, industrial and development funds ranking first in their categories in the UK, Asia and Australia; Lendlease strongly supports the United Nations Global Compact, aligning and focusing Lendlease’s approach on human rights, labour, the environment and anti-corruption.

*Diversity and Inclusion*

At Lendlease, diversity and inclusion is defined as ‘all the ways in which we differ’. Lendlease aims to provide an inclusive workplace, where all employees can be their true and best self at work. Lendlease’s policy is to encourage and embrace diversity and inclusion in thought and experience, building stronger teams and better outcomes.

Lendlease’s global inclusion strategy is focused on delivering flexibility at work, inclusive leadership, support for its employees as carers, and the achievement of gender equity.

*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 all of the Group’s businesses and are as follows:

<b>Respect</b>	Be dedicated to relationships. We respect all people, their ideas and cultures.
<b>Integrity</b>	Be true to our word. Integrity is non negotiable. We leave a positive impact through our actions and behaviours.
<b>Innovation</b>	Be challenging in our approach. We strive to find the best solutions. We think outside the box and dare to do things differently.
<b>Collaboration</b>	Be one team. We work together to achieve more through our unified culture and shared knowledge.
<b>Excellence</b>	Be exceptional in everything we do. We seek, and are committed, to operating safely, achieving outstanding performance and the best outcomes.
<b>Trust</b>	Be open and transparent. We earn and instill trust by being accountable at every level and in all of our interactions.

## **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 and other members of the Group (other than the Lendlease Trust) are subsidiaries of Lendlease Corporation Limited.

As at 31 December 2015, there were approximately 581.2 million stapled securities on issue with a market capitalisation of A\$8.3 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>
D A Crawford, Officer of the Order of Australia (AO)	Chairman Independent Non-Executive Director	July 2001 Chairman since May 2003
S B McCann	Group Chief Executive Officer and Managing Director Executive Director	Managing Director since March 2009 (appointed Group Chief Executive Officer in December 2008)
C B Carter, Member of the Order of Australia (AM)	Independent Non-Executive Director	April 2012
P M Colebatch	Independent Non-Executive Director	December 2005
D P Craig	Independent Non-Executive Director	March 2016
S B Dobbs	Independent Non-Executive Director	January 2015
J S Hemstritch	Independent Non-Executive Director	September 2011
D J Ryan AO	Independent Non-Executive Director	December 2004
M J Ullmer	Independent Non-Executive Director	December 2011
N M Wakefield Evans	Independent Non-Executive Director	September 2013

A short biography of each member of the board is set out below:

**David A. Crawford AO**

**Chairman (Independent Non Executive Director)**

Mr Crawford joined the Board in July 2001 and was appointed Chairman in May 2003.

Mr Crawford has extensive experience in risk management and business reorganisation. He has acted as a consultant, scheme receiver and manager, and liquidator to many large and complex corporations. Mr Crawford was previously Australian National Chairman of KPMG. He was appointed an Officer of the Order of Australia (AO) in June 2009 in recognition for service in various fields including to business as a director of public companies, to sport particularly through the review and restructure of national sporting bodies, and to the community through contributions to arts and educational organisations. Mr Crawford holds a Bachelor of Commerce and Bachelor of Laws from the University of Melbourne and is a Fellow of Chartered Accountants Australia and New Zealand.

*Listed Company Directorships (held at any time in the last three years)*

- Inaugural Chairman and Non Executive Director of South32 Limited (appointed May 2015)
- Former Non Executive Director of BHP Billiton Limited (appointed May 1994, retired November 2014)

*Other current appointments*

- Chairman of Australia Pacific Airports Corporation Limited

*Board Committee Memberships*

- Member of the Nomination Committee

**Stephen 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.

Mr McCann joined Lendlease in 2005. Prior to his current role, Mr McCann was Group Finance Director, appointed in March 2007 and Chief Executive Officer for Lendlease's Investment Management business from September 2005 to December 2007. Mr McCann has more than 25 years' experience in real estate, funds management, investment banking and capital markets transactions. Prior to joining Lendlease, Mr McCann spent six years at ABN AMRO, where his roles included Head of Property, Head of Industrial Mergers & Acquisitions and Head of Equity Capital Markets for Australia and New Zealand. Previous roles also include Head of Property at Bankers' Trust, four years as a mergers and acquisitions lawyer at Freehills and four years in taxation accounting. 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

**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 of 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'. 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 at any time in the last three years)*

- Non Executive Director of SEEK Limited (appointed March 2005)
- Non Executive Director of Wesfarmers Limited (appointed October 2002, retired November 2014)

*Other current appointments*

- President of Geelong Football Club
- Director of World Vision Australia
- Director of The Ladder Project

*Board Committee Memberships*

- Chairman of the Nomination Committee
- Member of the People and Culture Committee
- Member of the Sustainability Committee

**Phillip M. Colebatch**

**Independent Non Executive Director**

Mr Colebatch joined the Board in December 2005.

Mr Colebatch has held senior management positions in insurance and investment banking, and was formerly on the Executive Board of Swiss Reinsurance Company, Zurich. He was previously on the Executive Board of Credit Suisse Group, Zurich, where he was Chief Financial Officer, and was subsequently Chief Executive Officer of Credit Suisse Asset Management. Mr Colebatch has a Bachelor of Science and Bachelor of Engineering from the University of Adelaide, a Master of Science from Massachusetts Institute of Technology and a Doctorate in Business Administration from Harvard University.

*Listed Company Directorships (held at any time in the last three years)*

- Non Executive Director of Man Group plc (appointed September 2007)

*Other current appointments*

- Board of Trustees for the Prince of Liechtenstein Foundation and the LGT Group Foundation

*Board Committee Memberships*

- Member of the Risk Management and Audit Committee
- Member of the Nomination 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 35 years in finance, accounting, risk management, strategy and mergers and acquisitions. Mr Craig is the Chief Financial Officer (“CFO”) of Commonwealth Bank of Australia, one of the world’s largest banks by market capitalisation. As the Commonwealth Bank CFO, he is responsible for leading the finance, treasury, property, security, audit and investor relations teams, and liaises with a wide range of external stakeholders including equity and debt investors, regulators, government, media and customers. His previous leadership roles have included Chief Financial Officer at Australand, Global Transition Finance Leader for IBM Business Consulting Service and the Global CFO for PwC Consulting. Mr Craig has a Bachelor of Economics degree from University of Sydney, is a Fellow of Chartered Accountants Australia and New Zealand and a member of the Australian Institute of Company Directors. He currently serves as a Non Executive Director of the Financial Executives Institute of Australia and the Victor Chang Cardiac Research Institute.

*Board Committee Memberships*

- Member of the Risk Management and Audit Committee

**Stephen B. Dobbs**

**Independent Non Executive Director**

Mr Dobbs joined the Board in January 2015.

Mr Dobbs was Senior Group President, Industrial & Infrastructure at Fluor Corporation until his retirement in June 2014. Since joining Fluor in 1980, Mr Dobbs was responsible for a wide diversity of markets including infrastructure, mining, telecommunications, transportation, heavy manufacturing, health care, water and alternative power. He served the company in numerous locations including the United States, China, Europe and Southern Africa. Mr Dobbs is an industry expert in public private partnerships and private finance initiatives and has served as an advisor on these issues to a number of Government ministries. He was a Governor of industry forums related to engineering and construction at the World Economic Forum from 2008 to 2014 and served as Vice-Chair of the Forum’s Global Agenda Council on Infrastructure in 2013 and 2014. Mr Dobbs holds a Doctorate in Engineering from Texas A&M University and is a registered professional engineer.

*Listed Company Directorships (held at any time in the last three years)*

- Non Executive Director of Cummins Inc (appointed October 2010)

*Board Committee Memberships*

- Member of the Nomination Committee
- Member of the Risk Management and Audit 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 US. She held a number of leadership positions within the company and was Managing Director Asia Pacific for Accenture from 2004 until her retirement in 2007. Ms Hemstritch 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 degree in Biochemistry and Physiology from the University of London and is a Fellow of Chartered Accountants Australia and New Zealand and in England and Wales. She is a Member of the Council of the National Library of Australia and Chief Executive Women Inc.

*Listed Company Directorships (held at any time in the last three years)*

- Non Executive Director of the Commonwealth Bank of Australia (appointed October 2006, retired on 31 March 2016)
- Non Executive Director of Tabcorp Holdings Ltd (appointed November 2008)
- Non Executive Director of Santos Limited (appointed February 2010)

*Other current appointments*

- Member of the Advisory Board of Herbert Smith Freehills Global LLP
- Chairman of Victoria Opera Company Ltd

*Board Committee Memberships*

- Chairman of the People and Culture Committee
- Member of the Nomination Committee

**David J. Ryan AO**

**Independent Non Executive Director**

Mr Ryan joined the Board in December 2004.

Mr Ryan has a background in commercial banking, investment banking and operational business management. He has previously held senior executive management positions in investment banking, as well as being the Chairman or a Non Executive Director of a number of listed public companies. Mr Ryan has a Bachelor of Business from the University of Technology in Sydney, Australia, and is a Fellow of the Australian Institute of Company Directors and CPA Australia.

*Other current appointments*

- Director of First American Title Insurance Company of Australia Pty Ltd
- Director of First Mortgage Services Pty Ltd
- Advisory Board of Virgin Group Worldwide

*Board Committee Memberships*

- Chairman of the Risk Management and Audit Committee
- Member of the People and Culture Committee

- Member of the Nomination Committee

**Michael J. Ullmer**

**Independent Non Executive Director**

Mr Ullmer joined the Board in December 2011.

Mr Ullmer brings to the Board extensive strategic, financial and management experience accumulated over his career in international banking and finance. He was the Deputy Group Chief Executive Officer of the National Australia Bank (“**NAB**”) from 2007 until he retired from the Bank 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 Chartered Accountants Australia and New Zealand and a Senior Fellow of the Financial Services Institute of Australia.

*Listed Company Directorships (held at any time in the last three years)*

- Non Executive Director of Woolworths Limited (appointed January 2012)

*Other current appointments*

- Advisory Board of Nomura Australia
- Deputy Chairman of Melbourne Symphony Orchestra
- Trustee of National Gallery of Victoria
- Chairman Schools Connect Australia

*Board Committee Memberships*

- Chairman Sustainability Committee
- Member Risk Management and Audit Committee
- Member of the Nomination Committee

**Nicola M. Wakefield Evans**

**Independent Non Executive Director**

Ms Wakefield Evans joined the Board in September 2013.

Ms Wakefield Evans was a Mergers & Acquisitions (“**M&A**”) lawyer for 29 years at King & Wood Mallesons where she was a partner for nearly 20 years. She has extensive experience as an equity capital markets and M&A lawyer, has been involved in a number of significant and ground-breaking M&A transactions and has advised some of the largest companies in Australia, Asia and globally. She is well known in Asia where she was the Managing Partner, International at King & Wood Mallesons, Hong Kong and is rated by a number of publications as one of the Asian region’s leading M&A, corporate governance, communications and resources & energy lawyers. Ms Wakefield Evans was also a key member of King & Wood Malleson’s corporate governance group

and has deep experience providing strategic advice to a number of company boards. In October 2012, 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 Inc. 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 at any time in the last three years)*

- Non Executive Director of Macquarie Group Limited (appointed February 2014)
- Non Executive Director of Toll Holdings Limited (appointed May 2011)

*Other current appointments*

- Director of Bupa Australia
- Director of O'Connell St & Associates
- Director of Asialink (University of Melbourne)
- Member of the Law Advisory Council of the University of New South Wales Law School

*Board Committee Memberships*

- Member Sustainability Committee
- Member of the Nomination Committee
- Member of the Risk Management and Audit 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 issues, calling on senior management and external advisers prior to making a final decision or making a recommendation to the full Board.

There are four permanent Committees of the Board.

*Risk Management and Audit Committee*

The Risk Management and Audit Committee consists entirely of Non Executive Directors. The principal purpose of the Risk Management and Audit Committee is to assist the Board in fulfilling its corporate governance and oversight responsibilities in relation to the Group's risk management and internal control systems, accounting policies and practices, internal and external audit functions and financial reporting.

*People and Culture Committee*

The People and Culture Committee was formerly known as the Personnel and Organisation Committee and consists entirely of Non Executive Directors. The name of the committee was changed in July 2015 to reflect the broader people and culture responsibility of the committee. The People and Culture Committee's agenda reflects the importance of human capital to the Group's strategic and business planning and it assists the Board in establishing appropriate policies for people management and remuneration across the Group.

### *Sustainability Committee*

The Sustainability Committee consists entirely of Non Executive Directors. The Sustainability Committee assists the Board in monitoring the decisions and actions of management in achieving Lendlease's aspiration to be a sustainable organisation.

### *Nomination Committee*

The Nomination Committee consists entirely of Non Executive Directors. The Nomination Committee assists the Board by considering nominations to the Board to ensure that there is an appropriate mix of expertise, skills and experience on the Board.

## **Key Management Personnel**

### **Stephen B. McCann**

#### **Group Chief Executive Officer and Managing Director**

Mr McCann was appointed Group Chief Executive Officer in December 2008, and joined the Board as Managing Director in March 2009.

Mr McCann joined Lendlease in 2005. Prior to his current role, Mr McCann was Group Finance Director, appointed in March 2007 and Chief Executive Officer for Lendlease's Investment Management business from September 2005 to December 2007.

Mr McCann has more than 25 years' experience in real estate, funds management, investment banking and capital markets transactions. Prior to joining Lendlease, Mr McCann spent six years at ABN AMRO, where his roles included Head of Property, Head of Industrial Mergers & Acquisitions and Head of Equity Capital Markets for Australia and New Zealand. Previous roles also include Head of Property at Bankers' Trust, four years as a mergers and acquisitions lawyer at Freehills and four years in taxation accounting.

Mr McCann holds a Bachelor of Economics (Finance major) and a Bachelor of Laws from Monash University in Melbourne, Australia.

### **Daniel Labbad**

#### **Chief Executive Officer, International Operations**

Mr Labbad holds the dual roles of Chief Executive Officer, International Operations and Chief Executive Officer, Europe. He was appointed to the Chief Executive Officer International Operations role in August 2014 and is responsible for overseeing the disciplined expansion of Lendlease's Europe, Americas and Asia regions.

From July 2012 until August 2014 Mr Labbad was Group Chief Operating Officer. He has extensive leadership experience across the Lendlease platform both in Australia and internationally.

Mr Labbad began his Lendlease career in 1997 in Australia. He left in 2001 to take up the role of Chief Executive of The Hornery Institute, a non-profit organisation established by Lendlease employees and shareholders. In this role he became an advocate for Sustainability, which he continues to actively champion, having previously served as a director of the Green Building Council of Australia and as Chairman of the UK Green Building Council.

Returning to Lendlease in 2004, Mr Labbad served in senior roles before relocating to London in 2006 where he became CEO Europe in 2009.

Mr Labbad holds a Bachelor of Civil Engineering (1st Class Honours) from the University of Technology, Sydney and a Master of Business Administration (MBA) from the University of NSW, Australian Graduate School of Management (AGSM).

### **Anthony Lombardo**

#### **Chief Executive Officer, Asia** (effective 1 May 2016)

Mr Lombardo was appointed Group Chief Financial Officer in December 2011 and until recently was based in Sydney.

Mr Lombardo joined Lendlease in July 2007 as Group Head of Strategy and Mergers & Acquisitions (M&A). In this role he led a number of initiatives including refocusing the Group's overall business strategy, leading the strategy and analysis for the Group reorganisation, as well as recent acquisitions.

Prior to joining Lendlease, Mr Lombardo spent almost ten years at GE, with responsibilities across numerous functional disciplines including Strategy, Mergers & Acquisitions and Finance, for both GE Capital and GE Corporate. He gained international experience during his last three and a half years with GE Capital. Based in Connecticut, USA Mr Lombardo was Vice President - Strategy of GE Money and, prior to that, Director of Mergers & Acquisitions, 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 Chartered Accountants Australia and New Zealand.

Effective 1 May 2016, Mr Lombardo has been appointed Chief Executive Officer, Asia, and is based in Singapore. Mr Gupta has been appointed Group Chief Financial Officer.

### **Robert McNamara**

#### **Group Chief Risk Officer**

Mr McNamara was appointed Group Chief Risk Officer in August 2014. Prior to this, he held the role of Chief Executive Officer of Lendlease's Americas business – a role he was appointed to in April 2010.

Mr McNamara is responsible for ensuring Lendlease achieves world's best practice in risk management and operational excellence. He also oversees Lendlease's Building, Engineering and Services businesses in Australia.

Mr McNamara has over 35 years of experience managing global businesses in the development, design and delivery of projects in the government, institutional, infrastructure and industrial sectors in senior management positions. Prior to joining Lendlease he served as Chairman and Chief Executive Officer of Penhall/LVI International (PLI), the two largest US firms providing environmental remediation, concrete services and infrastructure repair.

Mr McNamara also served as Senior Group President of Fluor Corporation responsible for the global businesses in mining, manufacturing, public-private partnerships, infrastructure and chemicals, and global project execution systems, the China Initiative and strategic planning.

Mr McNamara sits on the Boards of numerous public and privately-held firms, and has served on the Board of the US China Business Council and as Chairman for the Construction Industry Institute's Technology Implementation Task Force.

Mr McNamara received a Bachelor Degree in Economics from Brown University, completed the Consortia 1 Program at Thunderbird International Business School and received certification as a Public Board Director from the UCLA Anderson School of Management.

## **Denis Hickey**

### **Chief Executive Officer, Americas**

Mr Hickey was appointed Chief Executive Officer of Americas in August 2014 and is based in New York. Denis oversees all aspects of the Lendlease businesses in the United States and Latin America.

Mr Hickey joined Lendlease in June 2012, and prior to his current role was Managing Director of Lendlease's Australian development business, where he was responsible for all development activities including retail, communities, commercial, retirement, apartments and the company's major urban renewal projects.

Mr Hickey brings more than 20 years' experience to Lendlease, working across all aspects of real estate development and investment management. Prior to joining the Group he was a Chief Executive ING Real Estate, Australia and held senior executive positions at Stockland Group and Jennings Group Limited.

Mr Hickey is a member of the Royal Institute of Chartered Surveyors (RICS) and has held positions on the Board of the Property Council of Australia (PCA). He has also served as President of the PCA NSW Division.

Mr Hickey holds a Bachelor of Business Degree from Monash University and has completed an AMP at Harvard University.

## **Tarun Gupta**

### **Group Chief Financial Officer** (effective 1 May 2016)

Mr Gupta was appointed Chief Executive Officer, Property, Australia, in October 2012, and is based in Sydney. In this role he was responsible for the development and investment management businesses in Australia.

Mr Gupta joined Lendlease in 1994 and has held a number of senior executive positions within Lendlease's investment management business. Prior to his current role Mr Gupta was Group Head of Investment Management (appointed in April 2010), and prior to this Chief Investment Officer, Asia Pacific and Chief Executive Officer for the investment management business in Australia.

Mr Gupta has also held various roles in investment, asset and development management businesses, including Fund Manager of Australian Prime Property Fund (APPF) between 2005 and 2008, Lendlease's A\$5 billion flagship unlisted fund.

Mr Gupta joined the Green Building Council of Australia as a Director in 2013 and currently holds the position of joint Deputy Chair.

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.

Effective 1 May 2016, Mr Gupta has been appointed Group Chief Financial Officer, and Ms Rampa has been appointed Chief Executive Officer, Property, Australia.

### **Kylie Rampa**

#### **Chief Executive Officer, Property, Australia** (effective 1 May 2016)

Ms Rampa has been appointed Chief Executive Officer, Property, Australia, effective 1 May 2016, and is based in Sydney. She will be responsible for the Development and Investment Management businesses in Australia.

Ms Rampa joined Lendlease in early 2013 as Managing Director of the Investment Management business in Australia, which also incorporates the Retail Asset Management and Development business.

Ms Rampa has over 20 years' experience in the Australian and global real estate industry. She has strong operational capability, specialising in the retail property sector along with significant investment management, asset management and development experience.

Prior to joining Lend Lease, Kylie held the position of Chief Executive of Gandel Group. Previous to this she was Head of Real Estate Advisory North America for the Macquarie Group and held various roles with Macquarie both in Australia and the US, including Chief Executive for Macquarie Countrywide Trust between 2000 and 2006. Kylie has also worked with AMP as the Fund Manager of its ASX 100 listed AMP Diversified Fund.

Ms Rampa holds a Bachelor of Business degree from Queensland University of Technology (QUT).

### **Corporate Governance**

Lendlease's rigorous corporate governance policies and practices are fundamental to the long term success and prosperity of the Group. Lendlease continually 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. There are currently ten Directors on the LLC Board, comprising one Executive Director and nine Non Executive Directors.

#### *Selection of directors and responsibilities*

The Nomination Committee is responsible for making recommendations to the Board in respect of 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 and perspectives. 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-set 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 comprehensive background checks.

Under 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, each Director undergoes a performance evaluation which is considered by the Board in making a recommendation in respect of re-election. Securityholders are also provided with all material information relevant to a decision whether or not to elect or re-elect a Director.

New Directors must stand for election at the AGM immediately following their appointment

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 Chief Executive Officer (CEO). The Group CEO then delegates to senior management as required.

#### *Meetings of the Directors and access to information*

There are eight scheduled meetings each year and additional meetings are held in between scheduled meetings as required. The number of Directors required to be present at a meeting to constitute a quorum is three (or such other number as may be determined by the Directors).

All Directors have access to Group information, senior management and employees as required to enable them to fulfil their responsibilities. Management briefings are given at every Board meeting, and Directors are regularly briefed on key business and industry developments and matters material to their role. Any Director may seek external, independent, professional advice at the expense of Lendlease. To facilitate independent decision making by the Board, the Non Executive Directors regularly meet 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 and the Employee Conduct Guide. A copy of the Code of Conduct 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.

Directors and designated executives must obtain the consent of the Chairman (or in his or her absence the Chair of the Risk Management and Audit Committee) and the Group General Counsel prior to entering into transactions or arrangements that operate to limit the economic risk of vested entitlements to Lendlease securities, including margin loan arrangements. Transactions or arrangements must not be entered into other than during prescribed trading periods.

The Lendlease Group Political Donations Policy sets a firm and consistent standard across the globe that aims to ensure that public confidence is maintained in the Group and its relationships with governments and community leaders.

It is our policy not to make political donations, whether in cash or kind, to political parties or individuals holding, or standing for, elective office. The full policy is available on the Lendlease website.

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 Risk Management and 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 audit partner is rotated every five years.

Lendlease has a comprehensive policy that aims to ensure that services provided by the external auditor do not impact or have the potential to impact upon their independence.

#### *Risk management*

Risk management is a critical oversight responsibility of the Board. In 2014, a Group Chief Risk Officer ("CRO") role was created. The role reports to the CEO, and the CRO is empowered to lead and support the business in the management of risk. The CRO also has a separate reporting line to the Risk Management and Audit Committee.

The Group uses an Enterprise Risk Management approach to identify, evaluate, address, monitor, quantify and report material business risks to the Risk Management and Audit Committee. The objective of this approach is to enhance stakeholder value through continuous improvement in the Group's management of risk. The Group's Corporate Risk Management is led by the CRO. The CRO liaises with regional CEOs and risk specialists on both business specific and enterprise wide risks. Corporate Risk Management's objective is to assist the Group's businesses to further develop their risk management processes. Its role includes:

- advising on and implementing risk treatment strategies at Group level;
- assisting management to embed Enterprise Risk Management;
- assisting Group businesses to implement and maintain effective risk management practices;
- maintaining effective early warning reporting systems; and
- consolidating information for presentation to the Risk Management and Audit Committee

Operational businesses are responsible for risk management outcomes and implementing self assurance programs to assess the effectiveness of risk management procedures. Formal internal and external audit procedures are utilised to provide supplementary assurance. The Group uses sensitivity analysis and risk modelling to identify the most important assumptions affecting the delivery of the Group's business plans. Project Control Groups are set up as required to focus attention on particular risks.

The Group's approach to risk management is guided by the International Standard on Risk Management, ISO 31000 on Risk Management.

## 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 Lend Lease 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 Lend Lease 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). Prospective holders of Notes should be aware that the particular terms of issue of any series of Notes (including Index Linked Notes or Dual Currency Notes) 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 Lend Lease Europe Finance PLC and Lendlease (US) Capital, Inc is 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 Lend Lease 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). Prospective holders of Notes should be aware that the particular terms of issue of any series of Notes (including Index Linked Notes or Dual Currency Notes) 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, 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% 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 8.1.7 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.**

As a result of the issue of Global Notes by LLF, rights conferred by Euroclear or Clearstream, Luxembourg in relation to the Notes will be created in favour of the Noteholders.

(ii) Bearer debenture tax

Section 126 of the Australian Tax Act imposes a type of withholding tax at a rate of 47% on the payment of interest on bearer notes (other than certain zero coupon promissory 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 (“TOFA rules” – see below) apply to the Australian Holder.

(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 (“**TOFA**”) 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.

Broadly, the TOFA rules:

- set out the methods under which gains and losses from financial arrangements, such as the Notes issued by LLF, will be brought to account for Australian tax purposes;
- recognise gains and losses from financial arrangements on a realisation basis only if the gains and losses are not sufficiently certain. Otherwise, gains and losses will be recognised for Australian tax purposes on a compounding accruals basis, unless one of the elective methods applies; and
- effectively remove the capital/revenue distinction for most financial arrangements by treating gains and losses on revenue account, except where specific rules apply.

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).

The TOFA rules are expected to be subject to further amending legislation to refine the regime. In addition, the ATO is expected to issue further interpretative guidance regarding some aspects of the rules. Therefore, Australian holders of the Notes issued by LLF should monitor the progress of these potential developments to determine whether they have any implications for their investment.

#### *Other Australian tax matters*

##### (i) Stamp Duty

No ad valorem stamp, issue, registration or similar taxes 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 (currently) 49% 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 an Offshore 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 Lend Lease 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 Lend Lease 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 interest 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 (currently 20%), 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% 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 Lendlease (US) Capital, Inc.

This section deals only with Notes issued by Lendlease (US) Capital, Inc. 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. 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.*

An investor 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.

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 Lendlease (US) Capital, Inc. or a related party.

Under U.S. federal income and estate tax law, and subject to the discussions of FATCA withholding and backup withholding below, if an investor 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 investor if, in the case of payments of interest:
  - a. the investor does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of Lendlease (US) Capital, Inc. entitled to vote,
  - b. the investor 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 investor 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 investor 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 investor at an offshore account (generally, an account maintained by the investor at a bank or other financial institution at any location outside the United States), the investor 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 organization or a non-U.S. branch or office of a U.S. financial institution or clearing organization 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 organization, 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 investor by it or by a similar financial institution between it and the investor, 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 investor realizes on the sale or exchange of a Note.

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% or more of the total combined voting power of all classes of stock of Lendlease (US) Capital, Inc. 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% withholding tax (“**FATCA withholding**”) may be imposed on certain payments to investors or to certain foreign financial institutions, investment funds and other non-U.S. persons receiving payments on an investor's behalf if the investor or such persons fail to comply with certain information reporting requirements. Such payments will include U.S.-source interest and the gross proceeds from the sale or other disposition of notes that can produce U.S.-source interest. Payments of interest that investors receive in respect of the Notes 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-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). Payments of gross proceeds from a sale or other disposition of Notes could also be subject to FATCA withholding unless such disposition occurs before January 1, 2019. Investors 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 an investor is a non-U.S. holder, Lendlease (US) Capital, Inc. and other payors are required to report payments of interest on the investor's Notes on IRS Form 1042-S. Payments of principal, premium or interest, including OID, made by Lendlease (US) Capital, Inc. and other payors to such investor would otherwise not be subject to information reporting and backup withholding, provided that the certification requirements described above are satisfied or the investor 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 investor is a United States person and (ii) the investor 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.

An investor generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed the investor's income tax liability by filing a refund claim with the IRS.

## SUBSCRIPTION AND SALE

The Issuers and the Principal Guarantors may from time to time pursuant to a dealer agreement dated 3 May 2016 between the Issuers, the Principal Guarantors, the Subsidiary Guarantors and the Arrangers (as 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 Arrangers 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 Arrangers 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 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 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, nor will they be, registered under the Securities Act. Furthermore, Lendlease (US) Capital, Inc. has not been registered as an “investment company” under the Investment Company Act in reliance on the exception from registration set forth in Section 3(c)(7) of the Investment Company Act. Accordingly, the Notes 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 (as such term is defined in Rule 902(k) of Regulation S under the Securities Act) (“**U.S. persons**”). Each Dealer appointed under the Programme will be required to represent, warrant and agree, that it has offered and sold, and shall offer and sell, the Notes of any Series only (A) in “offshore transactions” (as defined in Regulation S under the Securities Act) to persons that are not U.S. persons in accordance with Rule 903 of Regulation S under the Securities Act and (B) in transactions exempt from the registration requirements of the Investment Company Act pursuant to Section 3(c)(7) thereof. Accordingly, neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to the Notes, and it and they have complied and shall 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 registered under the United States 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 distribution of an identifiable tranche of Notes of which such Notes are a part, except in either case in "offshore transactions" (as defined in Regulation S under the Securities Act) to persons that are not U.S. persons in accordance with Rule 903 of Regulation S under the Securities Act.

Terms used above have the meaning given to them by Regulation S under the Securities Act."

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 this paragraph have the meanings given to them by Regulation S under the United States Securities Act of 1933.

### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the pricing supplement in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the pricing supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or pricing supplement, as applicable, and the relevant Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means 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, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

### **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; 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") and each Dealer appointed under the Programme will be required to represent, warrant and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines 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 and any rules made under that Ordinance; 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 or which do not constitute an offer to the public within the meaning of that Ordinance; 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 Securities and Futures Ordinance and any rules made under that Ordinance.

## **Singapore**

Each Dealer appointed under the Programme will be required to acknowledge, that the Offering Circular has 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 or any document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor under

Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**Securities and Futures Act**"), (b) to a relevant person pursuant to Section 275(1), or to any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the Notes are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person who is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) 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 (as defined in Section 239(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the Securities and Futures Act except:

- (a) to an institutional investor or to a relevant person defined in Section 275(2) of the Securities and Futures Act, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (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 Securities and Futures Act; or
- (e) as specified in Regulation 32 of the Securities and Futures (Offer and Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Any person who may be in doubt as to the restrictions set out in the Securities and Futures Act 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 will not be offered or sold, directly or indirectly, within the People's Republic of China (for such purposes, not including Hong Kong and Macau Special Administrative Regions or Taiwan) ("**PRC**"). The Offering Circular or any information contained or incorporated by reference therein does not constitute an offer to sell or the solicitation of an offer to buy any securities in the PRC. The Offering Circular, any information contained therein or the Notes have not been, and will not be submitted to, approved by, verified by or registered with any relevant governmental authorities in the PRC and thus may not be supplied to the public in the PRC or used in connection with any offer for the subscription or sale of the Notes in 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.

None of the Issuers, the Guarantors, the Trustee, the Arrangers 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 Lend Lease 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 quotation of, any Notes which are agreed at 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. 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 listed on the SGX-ST will be traded on the SGX-ST in a 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 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 Lend Lease 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. 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.

### **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 31 December 2015 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 31 December 2015.

### **Litigation**

Neither 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 significant effect on the financial position of the Issuers and the Principal Guarantors.

### **Independent Auditors**

The Group's consolidated financial statements as at and for the years ended 30 June 2014 and 2015 were audited by KPMG, 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:

- (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 2014 and 30 June 2015 and unaudited consolidated financial statements of the Group in respect of the financial half years ending 31 December 2014 and 31 December 2015;
- (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 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

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

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