



ASX RELEASE

3 December 2021

NEWMARK PROPERTY REIT – PRE-QUOTATION DISCLOSURE

The following information is required to be provided to ASX Limited (**ASX**) for release to the market in connection with the admission of the stapled entity Newmark Property REIT, comprised of stapled units in Newmark Hardware Trust (ARSN 161 274 111) (**Hardware Trust**) and Newmark Capital (Chadstone) Property Trust (ARSN 648 280 219) (**Chadstone Trust**) (collectively, **NPR**) to the official list of ASX and the quotation of stapled securities in NPR (**Stapled Securities**) (the **Offer**).

Capitalised terms which have not been otherwise defined in this document have the meaning given to them in the product disclosure statement lodged by Newmark REIT Management Limited (ACN 644 715 382, AFSL 526 690) as responsible entity of NPR (**Responsible Entity**) with the Australian Securities and Investments Commission on 16 November 2021 (**PDS**).

1 Close of Offer

The Responsible Entity confirms the close of the Offer and confirms that it has received and accepted valid applications for up to 67,715,026 Stapled Securities & intends to proceed to issue the Stapled Securities on the Allotment Date of Wednesday, 8 December 2021.

2 Basis of allocation and procedures for determining allocations

The basis for allocation of Stapled Securities under the Offer and the procedures by which Applicants can determine their precise allocations is set out below:

- (a) **Broker Firm Offer:** For Broker Firm Offer Applicants, it will be a matter for the Brokers how they allocate firm stock among their eligible clients, subject to Applications being for a minimum of \$10,000 worth of Stapled Securities. However, the Responsible Entity, in consultation with the Joint Lead Managers, reserves the right to reject or scale back Applications in the Broker Firm Offer. Applicants under the Broker Firm Offer can confirm their allocation of Stapled Securities by contacting their broker.
- (b) **Institutional Offer:** The allocation of Stapled Securities among Applicants in the Institutional Offer was determined by agreement between the Joint Lead Managers and the Responsible Entity prior to the lodgement of the PDS with ASIC. Successful applicants under the Institutional Offer have been advised of their allocations.

Applicants can also call the Offer Information Line on 1300 737 760 (within Australia) or +61 2 9290 9600 (outside Australia) from 8.30am until 5.30pm (Melbourne time) Monday to Friday.

It is the responsibility of each person who trades in Stapled Securities to confirm their holding before trading in Stapled Securities. If you sell Stapled Securities before receiving

a holding statement, you do so at your own risk (even if you obtained details of your holding from the Offer Information Line or confirmed your allocation through a Broker).

3 Conditions for the conditional market

Stapled Securities are expected to commence trading on ASX today, Monday 6 December 2021 at 12:00 pm (Melbourne time) on a conditional and deferred settlement basis under the code "NPR".

The conditions to the conditional market are:

- (a) implementation of the Stapling;
- (b) settlement of the Offer; and
- (c) settlement of the Underwriting Agreement.

Conditional and deferred trading will continue until the Responsible Entity has advised ASX that the above conditions have been satisfied, which is expected to be on or around Wednesday, 8 December 2021, at which time trading of the Stapled Securities on ASX will begin on an unconditional and normal settlement basis. Following the issue of the Stapled Securities, it is expected that holding statements will be dispatched by standard post on or around Thursday, 9 December 2021.

4 Issue price and number of Stapled Securities to be issued

The issue price for each Stapled Security under the Offer is \$1.895 (**Issue Price**).

The number of Stapled Securities allocated and issued under each component of the Offer is as follows:

Offer Component	Number of Stapled Securities
Broker Firm Offer	45,488,127
Institutional Offer	22,226,899
Total	67,715,026

5 Despatch date

The intended date for despatch of:

- (a) in relation to all holdings on the CHESS sub-register, a notice from NPR under ASX Settlement Operating Rule 8.9.1;
- (b) in relation to all other holdings, issuer sponsored holding statements; and
- (c) any refunded money,

is Thursday, 9 December 2021.

6 Free Float

The Responsible Entity confirms Newmark Property REIT's free float as at Completion is approximately 81.8%¹.

7 Indicative statement of the 20 largest Stapled Security Holders

Refer to **Attachment 1** for an indicative statement of the 20 largest Stapled Securityholders.

8 Indicative distribution schedule

Refer to **Attachment 2** for an indicative distribution schedule of Stapled Securityholders.

9 Waiver of ASX Listing Rules

ASX has granted NPR a waiver from:

- (a) ASX Listing Rule 1.1, Condition 8 and Condition 9 and ASX Listing Rule 2.1, Condition 2 to ensure that Newmark Property REIT satisfies the stipulated value thresholds, even though the separate parcels of units in Hardware Trust and Chadstone Trust may not individually meet the required value thresholds and that the assets test can be satisfied by Newmark Property REIT, rather than individually by the Hardware Trust and Chadstone Trust;
- (b) ASX Listing Rule 1.1, Condition 18 from the requirement for Newmark Property REIT to have a remuneration committee;
- (c) ASX Listing Rule 6.24, clause 1 of Appendix 6A to the extent necessary that the rate and amount of a distribution for Newmark Property REIT need not be advised to the ASX when the distribution and record date is announced, provided that an estimated rate of distribution is advised to the ASX at that time and the actual rate is advised to the ASX as soon as it becomes known;
- (d) ASX Listing Rules 7.1 and 10.11 to the extent necessary to permit the issue of Stapled Securities to related parties of Newmark Property REIT (including Directors) without securityholder approval:
 - (i) in connection with the Offer, on the condition that the terms of the Offer will be clearly disclosed in the PDS and any related parties participate in the Offer of Stapled Securities on the same basis as other investors;
 - (ii) in connection with the implementation of the Stapling, on the basis that the Stapling is implemented in accordance with the provisions of the Constitutions as approved by Existing Investors; and
 - (iii) in satisfaction of payment of any management or performance fees and expenses payable under the Constitutions or an Investment Management Agreement, on the following conditions:
 - (A) NPR makes full disclosure to any person who may subscribe for Stapled Securities under the PDS or any other offer document of the provisions which provide for the periodic issue of Stapled

¹ Based on the exclusion of approximately 18.2% stake held by the Newmark Group and its related entities (see Section 10.2 of the PDS for further details) from the free float calculation

- Securities in lieu of payment of any management and/or performance fees or expenses payable to the responsible entity or investment manager (the **Provisions**);
- (B) a completed Appendix 2A/3B is lodged for release to the market for each issue of Stapled Securities pursuant to the Provisions;
 - (C) the Stapled Securities are issued in accordance with the Provisions;
 - (D) details of the Stapled Securities issued in lieu of management or performance fees or expenses are disclosed in Newmark Property REIT's annual report each year in which Stapled Securities are issued; and
 - (E) Stapled Securityholder approval is sought every third year for the issue of Stapled Securities in lieu of any management or performance or expenses fees payable to the responsible entity or under an investment management agreement; and
- (e) ASX Listing Rule 8.10 to the extent necessary to permit each Stapled Group Entity to refuse to register a transfer of an ordinary unit in one Stapled Group Entity if it is not accompanied by a corresponding transfer of an ordinary unit in the other Stapled Group Entity which comprises the Stapled Security.

10 Investment Management Agreement

Section 13.5.1 of the PDS contains a summary of the key terms of the Investment Management Agreement. The following sets out additional information in respect of the Investment Management Agreement:

Item	Summary
The performance benchmark that the Investment Manager must endeavour to meet, or will be measured against, in performing the agreed services and the consequences (if any) of that benchmark not being met.	<p>The Investment Manager must, in accordance with the terms of the Investment Management Agreement, exercise the care, skill and diligence that a professional investment manager would exercise in carrying out its functions, powers and duties under the Investment Management Agreement.</p> <p>If the Investment Manager fails to comply with this requirement then the Responsible Entity may, depending on the circumstances, have a right to terminate the Investment Management Agreement for cause.</p> <p>In addition, the Investment Manager indemnifies the Responsible Entity for any liabilities reasonably incurred by the Responsible Entity arising out of, or in connection with, a material breach of the Investment Management Agreement by the Investment Manager, or any negligence, fraud or dishonesty of the Investment Manager, subject to the terms of the Investment Management Agreement.</p>

Item	Summary
Whether security holder approval is required, or will be sought, before NPR renews or extends the agreement.	<p>No security holder approval will be required before the Responsible Entity extends the term of the Investment Management Agreement. It is not proposed that such approval will be sought, unless this is required by law.</p> <p>The Investment Management Agreement will continue in force for an initial period of ten years, and will then be automatically extended for further terms of five years unless either party gives written notice to the other party that it does not wish to extend the term of the Investment Management Agreement, provided that such written notice is given at least 12 months prior to the end of the initial period or further term (as applicable).</p> <p>If the Responsible Entity gives written notice that it does not wish to extend the term of the Investment Management Agreement, then the Investment Manager will be entitled to a compensation amount equal to two years' of management fees (calculated as the total Investment Management Fee paid by the Responsible Entity in the 12 months preceding the date of expiry of the Investment Management Agreement, multiplied by two).</p>
Whether NPR is precluded from appointing someone else to provide services of the kind being provided by the Investment Manager.	<p>During the term of the Investment Management Agreement, the Investment Manager is appointed as the sole and exclusive manager of NPR to provide the investment management services, and the Responsible Entity is precluded from appointing someone else to provide such services.</p>
Whether the Investment Manager is precluded from providing management services to anyone else of a similar kind to those being provided to NPR.	<p>Under the Investment Management Agreement, the Investment Manager is permitted to provide investment management services to others and to give advice and take action in the performance of its duties for others which differ from the advice given and action taken pursuant to the Investment Management Agreement. In performing the investment management services in accordance with the Investment Management Agreement, the Investment Manager must comply with the Responsible Entity's Conflicts of Interest and Related Party Transactions Policy.</p>

Item	Summary
<p>A summary of any provisions that allow the consideration to be paid or provided by NPR to the Investment Manager under the agreement to be reviewed or varied over the term of the agreement.</p>	<p>The Investment Management Agreement does not include any fixed date or periodic review of the consideration to be paid or provided by the Responsible Entity to the Investment Manager.</p> <p>Subject to the written agreement of both the Responsible Entity and the Investment Manager, other fees may be payable to the Investment Manager in respect of services requested by the Responsible Entity that are not included in the investment management services to be provided pursuant to the Investment Management Agreement. These fees must be in accordance with the Responsible Entity's Conflicts of Interest and Related Party Transactions Policy and applicable law, and must be approved in advance by the Audit, Risk and Compliance Committee or the Board of the Responsible Entity.</p> <p>The Investment Manager may also vary the consideration it receives by waiving or postponing the receipt of consideration or charging lesser consideration than the Investment Manager would otherwise have been entitled to receive under the Investment Management Agreement.</p>
<p>How NPR proposes to manage its assets or business if the Investment Management Agreement is terminated before its scheduled expiry.</p>	<p>The Investment Management Agreement will continue in force for an initial period of ten years and will then be automatically extended for further terms of five years, unless terminated by either the Responsible Entity or the Investment Manager by providing written notice at least 12 months prior to the end of the initial period or further term (as applicable).</p> <p>If the Investment Management Agreement is terminated before the end of its term, the Investment Manager is required to comply with transition requirements. The Responsible Entity may give directions to the Investment Manager to undertake any actions reasonably necessary to:</p> <ul style="list-style-type: none"> • deal with any aspect of the ownership or control of the assets of NPR; • do all other things in each case as are reasonably necessary to bring the appointment of the Investment Manager to an end and, where appropriate, assist in the appointment of a successor investment manager for NPR, provided that the Investment Manager has a right to receive fees and indemnification for or

Item	Summary
	<p>reimbursement of any liabilities and other expenses until the completion of such assistance; and</p> <ul style="list-style-type: none"> return to the Responsible Entity all records in accordance with the Investment Management Agreement. <p>During the transition period, the Responsible Entity will evaluate whether it has sufficient internal resources to provide the investment management services itself or if it will appoint an appropriately qualified replacement investment manager.</p>
<p>How NPR proposes to manage its assets or business after the agreement expires.</p>	<p>As noted above, the Investment Management Agreement will continue in force for an initial period of ten years and will then be automatically extended for further terms of five years, unless terminated by either the Responsible Entity or the Investment Manager by providing written notice at least 12 months prior to the end of the initial period or further term (as applicable).</p> <p>If the Investment Management Agreement is terminated or expires after the end of the term, the Responsible Entity will evaluate whether it has sufficient internal resources to provide the investment management services itself or if it will appoint an appropriately qualified replacement investment manager.</p>
<p>The procedures for making any amendments to the Investment Management Agreement.</p>	<p>The Investment Management Agreement may only be amended by another agreement executed by both parties.</p> <p>In addition, the Responsible Entity has separately provided an undertaking to ASX that it will obtain the approval of the security holders under any ordinary resolution for any material changes to the Investment Management Agreement or provide for any material changes to be conditional on this approval.</p>
<p>What processes will be in place to manage the potential conflicts if the Investment Manager proposes to the entity that it acquire assets from, or dispose of assets to, the Investment Manager or</p>	<p>Under the terms of the Investment Management Agreement, the Investment Manager is required to have reasonable arrangements for the management of conflicts of interest and conflicts of duty that arise in relation to the services provided under the Investment Management Agreement, and must comply at all times with the Responsible Entity's Related Party Transactions and Conflicts of Interest Policy.</p>

Item	Summary
an associate of the Investment Manager.	<p>As at the date of this document, the Related Party Transactions and Conflicts of Interest Policy requires that any related party transaction under which an asset might be acquired or disposed of by NPR to or from the Investment Manager or an associate of the Investment Manager must be approved by the Board of the Responsible Entity and be conducted on arms' length terms, or be approved by Stapled Securityholders.</p>
<p>Any provisions triggered by a change of control of NPR or the Investment Manager.</p>	<p>The Investment Management Agreement may be terminated:</p> <ul style="list-style-type: none"> immediately by the Responsible Entity, if there is a Change of Control, provided that the notice of termination is provided within 90 days of the Responsible Entity becoming aware of the Change of Control; immediately by the Investment Manager, if there is a Change of Control without the prior written approval of the Investment Manager, provided that the notice of termination is provided within 90 days of the Investment Manager becoming aware of the Change of Control; or immediately by the Responsible Entity, if the Investment Manager ceases to be a member of the Newmark Group, provided that the notice of termination is provided within 90 days of the Responsible Entity becoming aware of the Investment Manager ceasing to be a member of the Newmark Group. <p>In each circumstance described above, the termination of the Investment Management Agreement entitles the Investment Manager to a compensation amount equal to two years' of investment management fees.</p> <p>Change of Control is defined in the Investment Management Agreement to mean:</p> <p>(a) a change in a person having, or a person gaining, control of the ability to remove the Responsible Entity as responsible entity of the Hardware Trust and the Chadstone Trust;</p> <p>(b) a change in a person having, or a person gaining:</p>

Item	Summary
	(i) control of more than half the voting rights attaching to the aggregate number of units in the Hardware Trust and the Chadstone Trust; or
	(ii) control of more than one half of the aggregate number of units in the Hardware Trust and the Chadstone Trust;
	(c) the Responsible Entity ceasing to be responsible entity of the Hardware Trust and the Chadstone Trust, unless the replacement responsible entity is a member of the Newmark Group; or
	(d) the winding up of the Hardware Trust and the Chadstone Trust being commenced.

12 Chief Financial Officer

The Responsible Entity announces that Matthew Sweeney will be appointed as Chief Financial Officer of the Newmark Group effective 17 December 2021.

Mr Sweeney will occupy the CFO position which was previously held by Haydn Vella.

13 Right to remove NPR from Official List

ASX reserves the right (but without limiting its absolute discretion) to remove any or both of Chadstone Trust or Hardware Trust from the official list of ASX if any of the securities in Chadstone Trust or Hardware Trust comprising the Stapled Securities cease to be stapled together or any equity securities are issued by an entity which are not stapled to equivalent securities in the other entity.

Authorised by the Board of the Responsible Entity

Attachment 1

Indicative statement of the 20 largest Stapled Securityholders

Holder	# of Securities	%
Newmark Property Group Pty Ltd	10,554,090	5.8%
HSBC Custody Nominees (Australia) Limited	8,151,181	4.5%
Newmark Capital Investments Pty Ltd	6,776,243	3.7%
Newmark Capital Limited	7,390,978	4.1%
The Trust Company (Ptal) Limited <O/A Cal A/C>	4,981,847	2.7%
J.P. Morgan Nominees Australia Pty Limited	3,625,892	2.0%
Ronnie Capital Pty Ltd	3,340,484	1.8%
Charter Hall Wholesale Management Limited <Deep Value AREIT Partner A/C>	2,242,744	1.2%
BNP Paribas Securities Services	2,216,359	1.2%
Haya Capital Pty Ltd	3,508,731	1.9%
Dodshall Pty Ltd <The Anne Szalmuk A/C>	2,021,006	1.1%
National Australia Bank Limited	1,350,000	0.7%
Citicorp Nominees Pty Ltd	1,163,197	0.6%
T M Berkowitz & P S Berkowitz <Tracy Berkowitz S/F A/C>	1,257,014	0.7%
Raylou Investments Pty Ltd <The Orloff Family No 1 A/C>	1,056,971	0.6%
Most Fame Investment Limited	1,055,410	0.6%
Netwealth Investments Ltd <Wrap Services A/C>	948,914	0.5%
National Nominees Limited <Mason Stevens Limited A/C>	945,244	0.5%
Yin Yi	888,838	0.5%
Mr Peter Maxwell Edwards Mr David George Leeton & <Victor Smorgon Charitable>	862,478	0.5%
Total Top 20	64,337,621	35.4%
Total Stapled Securities on issue	181,648,297	

Attachment 2

Indicative distribution schedule Stapled Securityholders

Range	Number of holders	Percentage of holders
1 to 1000	2	0.1%
1,001 to 5,000	18	0.8%
5,001 to 10,000	241	10.4%
10,001 to 100,000	1,764	76.0%
100,001 and over	295	12.7%
Total	2,320	100.0%