

PRICING SUPPLEMENT

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (**FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

18 October 2021

WESFARMERS LIMITED

(ABN 28 008 984 049)

(incorporated with limited liability in Australia)

Legal Entity Identifier (LEI):

5493003L32ZX9557ST85

€3,000,000,000

**Euro Medium Term Note Programme
unconditionally guaranteed by certain
subsidiaries of Wesfarmers Limited**

Issue of €600,000,000 0.954 per cent. Sustainability-Linked Notes due 21 October 2033 (the Notes)

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

Terms used herein, including the Schedules attached hereto, shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 7 October 2021 (the **Offering Circular**). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular. The applicable key performance indicators and sustainability performance targets are set out in the Special Conditions as set out in Schedule 1 (*Sustainability Performance Targets*) to this Pricing Supplement.

- | | | |
|----|-----------------------------------|---|
| 1. | Issuer: | Wesfarmers Limited |
| | Guarantors: | Each Guarantor as defined in the Conditions and as specified in the Trust Deed. A list of the current Guarantors is available from the Issuer and/or the Principal Paying Agent upon request. |
| 2. | (a) Series Number: | 4 |
| | (b) Tranche Number: | 1 |
| 3. | Specified Currency or Currencies: | Euro (EUR or €) |
| 4. | Aggregate Nominal Amount: | |
| | (a) Series: | €600,000,000 |
| | (b) Tranche: | €600,000,000 |
| 5. | (a) Issue Price: | 100 per cent. of the Aggregate Nominal Amount |
| | (b) Net proceeds: | €600,000,000 |
| 6. | (a) Specified Denominations: | €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes issued in definitive form will be issued with a denomination above €199,000. |
| | (b) Calculation Amount | €1,000 |
| 7. | (a) Issue Date: | 21 October 2021 |

	(b)	Interest Date:	Commencement	Issue Date
8.		Maturity Date:		21 October 2033
9.		Interest Basis:		0.954 per cent. Fixed Rate
				Other – see the Special Conditions set out in Schedule 1 (<i>Sustainability Performance Targets</i>) for further details (further particulars specified below)
10.		Redemption/Payment Basis:		Redemption at par
11.		Change of Interest Basis or Redemption/Payment Basis:		Not Applicable
12.		Put/Call Options:		Investor Put Issuer Call (further particulars specified below)
13.	(a)	Status of the Notes:		The Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (<i>Covenants</i>)) unsecured obligations of the Issuer and rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
	(b)	Status of the Guarantee:		The obligations of each Guarantor are direct, unconditional and (subject to the provisions of Condition 4 (<i>Covenants</i>)) unsecured obligations of such Guarantor and rank <i>pari passu</i> and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of such Guarantor from time to time outstanding.
	(c)	Date of Board approval for issuance of Notes obtained:		None required
14.		Listing:		Singapore Exchange Securities Trading Limited (SGX-ST)
15.		Method of distribution:		Syndicated
16.		Rating:		The Notes are expected to be rated: Moody’s Investors Service Pty Limited: A3 S&P Global Ratings Australia Pty Ltd: A-

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) and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the 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 the relevant document and anyone who receives the relevant document must not distribute it to any person who is not entitled to receive it.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17.	Fixed Rate Note Provisions	Applicable
	(a) Rate(s) of Interest:	0.954 per cent. per annum payable annually in arrear plus (if any):
		(i) from (and including) the first Interest Payment Date following the occurrence of the SPT 1 Trigger Event, the SPT 1 Coupon Step-Up Margin; and
		(ii) from (and including) the first Interest Payment Date following the occurrence of the SPT 2 Trigger Event, the SPT 2 Coupon Step-Up Margin,
		in each case as further detailed in the Special Conditions as set out in Schedule 1 (<i>Sustainability Performance Targets</i>).
	(b) Interest Payment Date(s):	21 October in each year up to and including the Maturity Date, commencing on 21 October 2022
	(c) Fixed Coupon Amount(s):	€9.54 per Calculation Amount
	(d) Broken Amount(s):	Not Applicable
	(e) Day Count Fraction:	Actual/Actual (ICMA)
	(f) Determination Date(s):	21 October in each year
	(g) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Refer to the Special Conditions set out in Schedule 1 (<i>Sustainability Performance Targets</i>) for details.
18.	Floating Rate Note Provisions	Not Applicable
19.	Zero Coupon Note Provisions	Not Applicable
20.	Index Linked Interest Note Provisions	Not Applicable

21. Dual Currency Interest Note Provisions Not Applicable

PROVISIONS RELATING TO REDEMPTION

22. Issuer Call: Applicable (see Condition 8.3 (*Redemption at the option of the Issuer (Issuer Call)*))
- (a) Optional Redemption Date(s): The Issuer may redeem all, or some, of the Notes then outstanding:
- (i) on or after 21 July 2033 at a redemption amount equal to 100 per cent. of the nominal amount of the Notes; or
 - (ii) at any time before 21 July 2033 at a redemption amount equal to the Optional Redemption Amount (as defined below) in respect of the Notes,
- together in each case with any accrued and unpaid interest thereon and unpaid additional amounts which may be payable in respect of the Notes under Condition 9 (*Taxation*) to (but excluding) the Optional Redemption Date.
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): **Optional Redemption Amount** means, in respect of any Note to be redeemed pursuant to this provision, an amount, determined by the Calculation Agent, equal to the greater of:
- (i) 100 per cent. of the principal amount of the Notes being redeemed; or
 - (ii) the price (as reported in writing to the Issuer and the Trustee by the Financial Advisor) expressed as a percentage at which the Gross Redemption Yield on the Notes on the Calculation Date is equal to the Gross Redemption Yield at 11.00 a.m. (London time) on the Calculation Date of the 0.00 per cent. *Bundesobligationen* of the *Bundesrepublik Deutschland* due 15 August 2031, or if such bond is no longer in issue, such other German government bond with a maturity date as near as possible to the Maturity Date as the Financial Advisor may reasonably determine to be appropriate by way of substitution for the 0.00 per cent. *Bundesobligationen* of the *Bundesrepublik Deutschland* due 15 August 2031 plus 0.20 per cent.;

“**Calculation Date**” means the date which is the second London Business Day prior to the Optional Redemption Date;

“**Financial Advisor**” means any one of the Joint Lead Managers selected by the Issuer”; and

“**Gross Redemption Yield**” means a yield calculated in accordance with general accepted market practice at such time by the Calculation Agent.

- (c) If redeemable in part:
 - (i) Minimum Redemption Amount: Not Applicable
 - (ii) Maximum Redemption Amount: Not Applicable
 - (d) Notice period (if other than as set out in the Conditions): Not Applicable
23. Investor Put: Applicable as modified below.

The first paragraph of Condition 8.4 (*Redemption at the option of the Noteholders (Investor Put)*) shall be deemed deleted and replaced as follows:

"Upon the occurrence of a Change of Control Triggering Event (as defined below), unless the Issuer has exercised its right to redeem the Notes as described under Condition 8.2 (*Redemption for tax reasons*), each Noteholder will at any time have the right to require the Issuer to redeem all or a portion of such Noteholder's Notes pursuant to the offer described below (the **Change of Control Offer**), at a redemption price equal to 101 per cent. of the principal amount thereof plus accrued and unpaid interest, if any, to the date of redemption.

Within 30 days following the date upon which the Change of Control Triggering Event occurred the Issuer will be required to give notice to (i) the Noteholders in accordance with Condition 15 (*Notices*) and (ii) the Trustee and the Principal Paying Agent, which notice will set out the terms of the Change of Control Offer. Such notice will state, amongst other things, the redemption date, which must be no earlier than 30 days nor later than 60 days from the date such notice is delivered, other than as may be required by law (the **Change of Control Payment Date**). The notice, if delivered prior to the date of completion of the Change of Control, will state that the

Change of Control Offer is conditional on the Change of Control being completed on or prior to the Change of Control Payment Date.

The Issuer will not be required to make a Change of Control Offer if a third party makes such an offer in compliance with the requirements for such an offer made by the Issuer and such third party purchases all Notes properly tendered and not withdrawn under its offer."

The following definitions shall be added as a new second paragraph in Condition 8.4 (*Redemption at the option of the Noteholders (Investor Put)*):

"For the purposes of this Condition 8.4:

Change of Control means the occurrence of any one of the following:

- (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Issuer and its Subsidiaries taken as a whole to any Person other than to the Issuer or one of its Subsidiaries;
- (b) the completion of any transaction (including without limitation, any merger or consolidation) the result of which is that any Person other than the Issuer or one of its Subsidiaries becomes the beneficial owner, directly or indirectly, of more than 50 per cent. of the then outstanding share capital of the Issuer, measured by voting power rather than number of shares;
- (c) the Issuer consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Issuer, in any such event pursuant to a transaction in which any of the outstanding share capital of the Issuer or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Issuer outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, at least a majority of the share capital of the surviving Person immediately after giving effect to such transaction;
- (d) the first day on which the majority of the members of the board of directors of the Issuer cease to be directors who were either (i) a member of the board of directors on the Issue

Date or (ii) were nominated for election or elected to the board of directors with the approval of a majority of the directors who were members of the board of directors at the time of such nomination or election; or

- (e) the adoption of a plan relating to the liquidation or dissolution of the Issuer.

A **Change of Control Triggering Event** occurs if both Standard & Poor's and Moody's (or, in each case if applicable, a Substitute Rating Agency) downgrade the rating of the Notes below BBB- (in the case of Standard & Poor's) and Baa3 (in the case of Moody's) on any date during the period (the **Trigger Period**) commencing 60 days prior to the first public announcement by the Issuer of any Change of Control (or pending Change of Control) and ending 60 days following completion of such Change of Control but continuing for so long as either of Standard & Poor's and Moody's (or, in each case if applicable, a Substitute Rating Agency) has publicly announced that it is considering a possible ratings change. No Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been completed.

If either Standard & Poor's or Moody's, or a Substitute Rating Agency (as defined below), ceases to provide a rating of the Notes for any reason other than as a result of any action or inaction by the Issuer, and as a result thereof there are no longer two rating agencies providing ratings of the Notes, the Issuer will use commercially reasonable efforts to engage another rating agency that is a leading international rating agency (such rating agency, a **Substitute Rating Agency**) and obtain a rating of the Notes from such other rating agency. If a Substitute Rating Agency rates the Notes, (i) such Substitute Rating Agency will be substituted for the last rating agency to provide a rating of the Notes but which has since ceased to provide such rating, and (ii) an independent investment banking institution of international repute appointed by the Issuer shall, in good faith, determine the senior unsecured debt rating used by such Substitute Rating Agency which is equivalent to the BBB-/Baa3 (or equivalent) rating used by Moody's, Standard & Poor's or the Substitute Rating Agency (as the case may be) being substituted."

- 24. Final Redemption Amount of each Note: €1,000 per Calculation Amount
- 25. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default €1,000 per Calculation Amount

and/or the method of calculating the same (if required or if different from that set out in Condition 8.5 (*Early Redemption Amounts*)):

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- | | | |
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| 26. | Form of Notes: | Registered Notes: Registered Global Note exchangeable for Registered Notes in definitive form |
| 27. | Additional Financial Centre(s) or other special provisions relating to Payment Days: | Sydney, Perth and London |
| 28. | Prohibition of Sales to EEA Retail Investors: | Applicable |
| 29. | Prohibition of Sales to UK Retail Investors: | Applicable |
| 30. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature) (Only applicable to Bearer Notes): | Not Applicable |
| 31. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 32. | Details relating to Instalment Notes: | Not Applicable |
| 33. | Redenomination applicable: | Redenomination not applicable |
| 34. | Consolidation applicable: | The provisions of Condition 18 (<i>Further Issues</i>) do not apply |
| 35. | Other terms or special conditions, including any Financial Covenants: | Refer to the Special Conditions as set out in Schedule 1 (<i>Sustainability Performance Targets</i>) for details of the Sustainability Performance Targets |
| 36. | Additional U.S. Federal Income Tax Considerations: | The Notes are not Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. |

DISTRIBUTION

- | | | |
|-----|---------------------------------------|--|
| 37. | (a) If syndicated, names of Managers: | Barclays Capital Asia Limited
BNP Paribas
MUFG Securities Asia Limited |
|-----|---------------------------------------|--|

SMBC Nikko Capital Markets Limited
Société Générale

(together, the **Joint Lead Managers**)

- (b) Stabilising Manager (if any): Not Applicable
38. If non-syndicated, name of relevant Dealer: Not Applicable
39. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: TEFRA not applicable
40. Total commission and concession: 0.375 per cent. of the Aggregate Nominal Amount
41. Additional selling restrictions: Applicable

Notice to Canadian Investors

The Notes may be sold only in any province of Canada to purchasers purchasing, or deemed to be purchasing, as principal that are both accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus supplement (including any amendment hereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Upon receipt of this Pricing Supplement, each Canadian purchaser hereby confirms that it has expressly requested that all documents evidencing or relating in any way to the sale of the Notes described herein and in the Offering Circular (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. Par la réception de ce document, chaque acheteur canadien confirme par les présentes qu'il a expressément exigé que tous les documents faisant foi ou

se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.

Selling Restriction

The Notes have not been, and will not be, qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed that:

- (a) it has not offered, sold or delivered, and that it will not offer, sell or deliver, any Notes, directly or indirectly, in Canada or to, or the benefit of, any resident thereof in contravention of the securities laws of any province or territory of Canada; and
- (b) it has not and will not distribute the Offering Circular or any other offering material relating to the Notes, in Canada in contravention of the securities laws of any province or territory of Canada.

Each Dealer has represented and agreed that the Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Offering Circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory.

OPERATIONAL INFORMATION

- 42. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): Not Applicable
- 43. Delivery: Delivery against payment
- 44. Additional Paying Agent(s) (if any): Not Applicable

45.	ISIN	XS2399154181
46.	Common Code:	239915418

LISTING APPLICATION

This Pricing Supplement comprises the pricing supplement required for issue and admission to trading on the SGX-ST of the Notes described herein pursuant to the €3,000,000,000 Euro Medium Term Note Programme of Wesfarmers Limited. Application has been made by the Issuer (or on its behalf) for the Notes to be listed on Singapore Exchange Securities Trading Limited with effect from 22 October 2021.

INVESTMENT CONSIDERATIONS

There are significant risks associated with the Notes including, but not limited to, counterparty risk, country risk, price risk and liquidity risk. Investors should contact their own financial, legal, accounting and tax advisers about the risks associated with an investment in these Notes, the appropriate tools to analyse that investment, and the suitability of the investment in each investor's particular circumstances. No investor should purchase the Notes unless that investor understands and has sufficient financial resources to bear the price, market liquidity, structure and other risks associated with an investment in these Notes.

Before entering into any transaction, investors should ensure that they fully understand the potential risks and rewards of that transaction and independently determine that the transaction is appropriate given their objectives, experience, financial and operational resources and other relevant circumstances. Investors should consider consulting with such advisers as they deem necessary to assist them in making these determinations.

In addition to the “*Risk Factors*” as set out on pages 11 to 24 of the Offering Circular, investors should consider the additional risk factors set out in Schedule 2 (*Additional Risk Factors*).

SUSTAINABLE FINANCE FRAMEWORK

The Notes have been issued in accordance with the Issuer's Sustainable Finance Framework dated 25 May 2021 (the **Framework**) which is available for viewing on the Issuer's website at https://www.wesfarmers.com.au/docs/default-source/investors/debt-investors/sustainable-finance-framework_25-may-2021.pdf?sfvrsn=38dd0cbb_4. The Framework outlines that the Notes on issuance will comply with the Sustainability-Linked Bond Principles 2020 issued by the International Capital Market Association.

RESPONSIBILITY

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

SIGNED for and on behalf of **WESFARMERS**)
LIMITED by its Attorney under a Power of)
Attorney dated 28 October 2008 and the Attorney)
declares that the Attorney has not received any)
notice of the revocation of such Power of Attorney)
in the presence of:)



Signature of Witness

CLARE MCNEILL

Name of Witness



Signature of Attorney

CLIFFORD ALLISON
GROUP TREASURER

Name of Attorney

SCHEDULE 1

Sustainability Performance Targets

The following Special Condition shall be applicable to the Notes and relate to the KPIs (as defined below).

1. Definitions

“**Assurance Provider**” means Ernst & Young or equivalent assurance provider appointed by the Issuer.

“**CO₂e**” means the number of metric tonnes of carbon dioxide emissions equating to one metric tonne of nitrous oxide emissions.

“**Emissions Intensity**” means:

- (a) for each calendar year ending 31 December prior to the SPT 2 Test Date, the tonnes of CO₂e per tonne of ammonium nitrate produced by the NAAN Facility during that calendar year; and
- (b) for the SPT 2 Measurement Period, the tonnes of CO₂e per tonne of ammonium nitrate produced by the NAAN Facility during the SPT 2 Measurement Period.

“**Group**” means the Issuer and its subsidiaries.

“**KPIs**” means the following key performance indicators of the Issuer:

- (a) to increase the utilisation of renewable electricity in Wesfarmers’ retail divisions of Bunnings, Kmart Group and Officeworks (based on SPT 1 and whether the SPT 1 Target is achieved as at the SPT 1 Test Date); and
- (b) to reduce the CO₂e emissions intensity of the Wesfarmers Chemical, Energy and Fertilisers Division (based on SPT 2 and whether the SPT 2 Target is achieved over the SPT 2 Measurement Period).

“**NAAN Facility**” means the Nitric Acid Ammonium Nitrate production facility of the Wesfarmers Chemical, Energy and Fertilisers Division.

A “**Material Adverse Event**” will occur if, in the Issuer’s reasonable opinion, the Issuer determines that its ability to satisfy the SPT 2 Target at the SPT 2 Test Date in paragraph (b) of the definition of that term is adversely affected due to one or more of the following events:

- (a) failure of abatement equipment (including catalyst and gauze) to meet specification and performance requirements;
- (b) acts of nature, including to storms or cyclones, actions of the elements, earthquakes, floods and other natural disasters;
- (c) accident, fire or explosion; or
- (d) criminal activity.

“**Notified MAE**” has the meaning given to that term in paragraph 5(a) of this Special Condition.

“**Notified MAE Date**” means the date of the notice (if any) issued by the Issuer to the Holders in relation to a Material Adverse Event in accordance with paragraph 5(a) of this Special Condition.

“**Rectification Period**” has the meaning given to that term in paragraph 5(b) of this Special Condition.

“**SPT 1**” means, in relation to any day, the cumulative electricity volume of the Issuer’s SPT 1 Businesses as at that day that is sourced from renewable sources, including (without limitation) on-site renewable electricity generation and renewable electricity supply agreements or where renewable sources are not reasonably practicable, from renewable source equivalents through (without limitation) renewable energy certificates, expressed as a percentage of total electricity as at that day for the Issuer’s SPT 1 Businesses.

“**SPT 1 Businesses**” means each of Bunnings, Kmart Group (consisting of Kmart, Target and Catch Group businesses) and Officeworks businesses.

“**SPT 1 Coupon Step-Up Margin**” means 0.125 per cent. per annum.

“**SPT 1 Target**” means 100 per cent.

“**SPT 1 Test Date**” means 31 December 2025.

“**SPT 1 Trigger Event**” has the meaning set out in paragraph 3(a) of this Special Condition.

“**SPT 2**” means, in relation to a calendar year ending on 31 December or the SPT 2 Measurement Period, the Emissions Intensity for that calendar year or the SPT 2 Measurement Period.

“**SPT 2 Calculation Methodology**” means the following:

- (a) CO₂e emissions tonnes will be calculated by converting nitrous oxide emissions of the NAAN Facility over the SPT 2 Measurement Period to CO₂e using the nitrous oxide global warming potential factor prescribed under the *National Greenhouse and Energy Report Act 2007* (as amended from time to time);
- (b) ammonium nitrate production tonnes will be calculated by converting nitric acid production tonnes of the NAAN Facility over the SPT 2 Measurement Period to ammonium nitrate equivalent production tonnes using a stoichiometric ratio of 1.27; and
- (c) tonnes of CO₂e calculated in accordance with paragraph (a) above shall be divided by tonnes of ammonium nitrate production tonnes calculated in accordance with paragraph (b) above and shall be rounded to two decimal places.

“**SPT 2 Coupon Step-Up Margin**” means 0.125 per cent. per annum.

“**SPT 2 Measurement Period**” means:

- (a) if there is a Notified MAE and the Notified MAE Date occurs prior to or on 1 January 2024, the period commencing on (and including) the SPT 2 Re-start Date and ending on (and including) the date which is 24 months after that date; or
- (b) if there is a Notified MAE and the Notified MAE Date occurs after 1 January 2024, both of the following periods:
 - (i) the period commencing on (and including) 1 January 2024 and ending on (and including) the Notified MAE Date (“**Period 1**”); and
 - (ii) the period (“**Period 2**”) commencing on (and including) the SPT 2 Re-start Date and ending on (and including) the date which would result in the aggregate number of months comprising Period 1 and this Period 2 being equal to 24 months; and

- (c) otherwise, the period commencing on (and including) 1 January 2024 and ending on (and including) 31 December 2025.

The SPT 2 Measurement Period does not include the Rectification Period.

“**SPT 2 Re-start Date**” means the earlier of:

- (a) the date on which the Issuer gives a notice pursuant to paragraph 5(d) of this Special Condition; or
- (b) the first day following the expiry of the Rectification Period.

“**SPT 2 Target**” means Emissions Intensity equal to or less than 0.25 tonnes of CO₂e per tonne of ammonium nitrate produced.

“**SPT 2 Test Date**” means:

- (a) if there is a Notified MAE, the last day of the SPT 2 Measurement Period; or
- (b) otherwise, 31 December 2025.

“**SPT 2 Trigger Event**” has the meaning set out in paragraph 4(a) of this Special Condition.

2. Measurement and reporting of sustainability performance targets

- (a) For the period from the Issue Date until the SPT 1 Test Date, the Issuer will measure, and will report no later than 90 days following the end of each calendar year, on the Issuer’s performance in respect of SPT 1 as at 31 December of the previous calendar year.
- (b) Subject to paragraph 5(c), for the period from the Issue Date until the SPT 2 Test Date, the Issuer will measure, and will report no later than 90 days following the end of each calendar year, on the Issuer’s performance in respect of SPT 2 for the calendar year ending on the previous 31 December.
- (c) In measuring each of SPT 1 and SPT 2, the Issuer will have regard to and make such adjustments and exclusions as it deems necessary to take into account any of the following:
 - (i) any reorganisation or restructure of any of the Group;
 - (ii) any acquisition of any business or assets by the Group; or
 - (iii) any disposal of any business by the Group.
- (d) The Issuer will procure the Assurance Provider to verify and assure the Issuer’s measurement and reporting of its performance in respect of SPT 1 or SPT 2 in accordance with paragraphs 2(a) and (b) above.

3. SPT 1

- (a) On the SPT 1 Test Date, the Issuer must measure SPT 1 in relation to the SPT 1 Test Date. If SPT 1 as at the SPT 1 Test Date does not equal the SPT 1 Target, a “SPT 1 Trigger Event” occurs.
- (b) If the SPT 1 Trigger Event occurs, the SPT 1 Coupon Step-Up Margin will apply from (and including) the first Interest Payment Date following the SPT 1 Test Date.
- (c) The occurrence of a SPT 1 Trigger Event does not constitute an Event of Default.

- (d) If the Issuer cannot, for any reason, measure the cumulative electricity volume of the SPT 1 Businesses sourced from renewable sources and renewable source equivalents as at the SPT 1 Test Date, the Issuer must measure the cumulative electricity volume of SPT 1 according to the methodology which the Issuer applied on the Issue Date.
- (e) If the Issuer determines that the cumulative electricity volume of the Issuer's SPT 1 Businesses from renewable sources and/or renewable source equivalents cannot be measured, the Issuer must use reasonable estimates for the purposes of measuring SPT 1 in accordance with paragraph 3(a) above.

4. SPT 2

- (a) On the SPT 2 Test Date, the Issuer must measure the SPT 2 for the SPT 2 Measurement Period ending on that SPT 2 Test Date. If the SPT 2 for the SPT 2 Measurement Period ending on the SPT 2 Test Date does not equal the SPT 2 Target, a "SPT 2 Trigger Event" occurs.
- (b) If the SPT 2 Trigger Event occurs, the SPT 2 Coupon Step-Up Margin will apply from (and including) the first Interest Payment Date following the SPT 2 Test Date.
- (c) The occurrence of a SPT 2 Trigger Event does not constitute an Event of Default.
- (d) The Issuer's performance in respect of SPT 2:
 - (i) will be measured and averaged by the Issuer over the SPT 2 Measurement Period in accordance with the SPT 2 Calculation Methodology;
 - (ii) may be adjusted by the Issuer to take into account any regulatory changes or requirements related to Emissions Intensity calculation; and
 - (iii) shall be externally verified and assured by the Assurance Provider to the extent that there is any adjustment to SPT 2 or the SPT 2 Calculation Methodology.

For this purpose, emissions during the Rectification Period will not be included in the calculation of and measurement of SPT 2.

- (e) If the Issuer cannot, for any reason, measure SPT 2 on the SPT 2 Test Date, the Issuer must measure SPT 2 according to the methodology which the Issuer applied on the Issue Date.
- (f) If the Issuer determines, for any reason, that the SPT 2 Calculation Methodology cannot be used, the Issuer must use common industry practice for the purposes of measuring its performance in respect of SPT 2.

5. Consequences of a Notified Material Adverse Event

- (a) If any Material Adverse Event occurs, the Issuer may, by written notice, notify the Holders of any such Material Adverse Event (such event or events being the "Notified MAE").
- (b) If there is a Notified MAE, the Issuer must take such action as it sees fit for a period of up to 12 months following the Notified MAE Date (such period being the "Rectification Period") in order to facilitate the resumption of measurement and reporting of SPT 2.
- (c) During the Rectification Period, the Issuer will not be required to measure or report in respect of SPT 2 and for the avoidance of doubt, a SPT 2 Trigger Event will not occur.
- (d) On any date during the Rectification Period, the Issuer may give notice to the Holders that it intends to resume measurement of SPT 2.

SCHEDULE 2

Additional Risk Factors

In connection with the issue by the Issuer of the Notes, the following Risk Factors shall be deemed to be included in the section entitled "Risk Factors" in the Offering Circular. Terms defined in the Offering Circular shall have the same meanings where used in this Schedule unless otherwise stated.

Considerations as to the social, environmental and sustainability assessment of the Notes

None of the Issuer, the Guarantors or the Joint Lead Managers are responsible for any third party social, environmental and sustainability assessment of the Notes. The Notes may not satisfy an investor's requirements or any future legal or industry standards for investment in assets with sustainability characteristics. Investors should conduct their own assessment of the Notes from a sustainability perspective. Investors should note that the net proceeds of the issue of the Notes will be used for general corporate purposes.

No assurance or representation is given by the Issuer, the Guarantors or any other member of the Group, the Joint Lead Managers, the second party opinion providers or the Assurance Provider (as defined in the Special Condition set out in Schedule 1 to the Pricing Supplement dated 18 October 2021 (the "**Pricing Supplement**")) as to the suitability or reliability for any purpose whatsoever of any opinion, report, certification or validation of any third party in connection with the offering of the Notes, the SPT 1 or the SPT 2 (each as defined in the Special Condition set out in Schedule 1 to the Pricing Supplement) to fulfil any sustainability-linked and/or other criteria. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of the Offering Circular as supplemented by the Pricing Supplement.

The Assurance Provider and providers of similar opinions, certifications and validations are not currently subject to any specific regulatory or other regime or oversight. Any such assurance, opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Guarantors, any member of the Group, the Joint Lead Managers, any second party opinion providers, the Assurance Provider or any other person to buy, sell or hold Notes. Noteholders have no recourse against the Issuer, the Guarantors, any of the Joint Lead Managers or the provider of any such opinion or certification for the contents of any such opinion or certification. Prospective investors must determine for themselves the relevance of any such opinion, certification or validation and/or the information contained therein and/or the provider of such opinion, certification or validation for the purpose of any investment in the Notes. Any withdrawal of any such assurance, opinion or certification or any such assurance, opinion, certification attesting that the Group is not complying in whole or in part with any matters for which such assurance, opinion, certification or validation is assuring, opining on or certifying on may have a material adverse effect on the value of the Notes and/or result in adverse consequences for certain investors, including those with portfolio mandates to invest in securities to be used for a particular purpose.

Prospective investors in the Notes should have regard to the information set out in the Offering Circular and in the Pricing Supplement and must determine for themselves the relevance of such information for the purpose of any investment in the Notes, together with publicly available information and any other investigation such investor deems necessary.

Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics

Although a premium amount becomes payable in the event that SPT 1 and/or SPT 2 fails to be achieved (as further described and specified in the Special Condition set out in Schedule 1 to the Pricing Supplement), such Notes may not satisfy an investor's requirements or any future legal or quasi legal standards for investment in assets with sustainability characteristics. The Notes (and their characterisation) are as expressly set out in the Pricing Supplement and the Offering Circular and are not subject to any conditions or limitations associated with any other type of financing. The Issuer expects to use the net proceeds of the issue of the Notes for general corporate purposes.

The Issuer is under no requirement to allocate the net proceeds specifically to projects or business activities meeting environmental or sustainability criteria.

In addition, the premium amount payable in respect of the Notes depends on a definition of the KPI that may be inconsistent with investor requirements or expectations or other definitions relevant to greenhouse gas emissions. The Issuer has not obtained a third-party analysis of the definition of the KPI or how such definition relates to any sustainability-related standards.

Although the Group intends to achieve SPT 1 and SPT 2, it is not legally obliged to and there can be no assurance of the extent to which they will be successful in doing so or that any future actions it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental, social or economic impacts may occur in connection with any actions the Group makes or intends to make in furtherance of these targets and such actions may become controversial or criticised by activist groups or other stakeholders.

No Event of Default shall occur under the Notes, nor will the Issuer be required to repurchase or redeem the Notes, if a SPT 1 Trigger Event or a SPT 2 Trigger Event (each as defined in the Special Condition set out in Schedule 1 to the Pricing Supplement) occurs.

The Notes include targets linked to sustainability key performance indicators

The Notes include targets linked to sustainability key performance indicators such as increased utilisation of renewable electricity and reduction in greenhouse gas emissions (see: “*Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*” above). The failure to meet such targets (as set out in the Pricing Supplement) will result in a premium amount becoming payable under the Notes, which would increase the Group’s cost of funding and could have a material adverse impact upon the Group, including the Issuer’s businesses, financial condition, operations and its reputation.