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RUSSELL McVEAGH

<p>PARTNERS</p> <p>JOHN KING JOHN LUSK GERARD CURRY PAUL OLDFIELD CAMERON FLEMING PATRICK BOWLEN DEREK MOLAN JEFF MORRISON DEREK JOHNSTON LAURIE MAYNE ANDREW HARMOS JOHN COLLINGS STEPHEN KOS GREG THOMPSON ALAN A'COURT PRUDENCE PLACKS CHRISTOPHER BROWN GEOFFREY MAHLEY MATTHEW DUNNING RICHARD MERRIENS DAVE WETHERELL PHILIP SKILTON PAUL MAJUREY JUSTIN SMITH PAUL DAVID PRAVIR TESIRAM MARK DAVIN SIMON HORNER GRAEME QUIGLEY MICHAEL CRONIN ALAN PATERSON GARTH SINCLAIR FREDERICK WARD RICHARD MGLRAITH GRANT WILSON MICHAEL HOLM MARY PETERS BRUCE MCCLINTOCK GHANY KEMBLE HAMISH MONTOSH PIP GREENWOOD</p> <p>CONSULTANTS</p> <p>GEOFFREY RICKETTS MARTIN DAWSON</p>	<p>DATE 25 October 2001</p> <p>FROM Simon Horner/Tim Mitchelson</p> <p>TO Penelope Sheerin Takeovers Panel WELLINGTON</p> <p>FAX 04 471 4619</p>	<p>TOTAL PAGES 28</p> <p>REPLY TO FAX +64 9 367 8596</p>
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LOGAN CORPORATION LIMITED - PACIFIC RETAIL GROUP LIMITED - TAKEOVER NOTICE

See attached.

RUSSELL MCVEAGH

25 October 2001

PARTNERS

JOHN KING
JOHN LUSH
GERARD CURRY
PAUL OLDFIELD
CAMERON FLEMING
PATRICK HOWLEN
DEREK NOLAN
JEFF MORRISON
DEREK JOHNSTON
LAURIE MAYNE
ANDREW HARMOS
JOHN COLLINGS
STEPHEN KOS
GREG THOMPSON
ALAN A COURT
PHILIP HICKS
CHRISTOPHER BROWNE
JEFFREY HANLEY
MATTHEW DUNNING
RICHARD MCHARTENS
DAVE WETHERELL
PHILIP SKELTON
PAUL MAJUMNEY
JUSTIN SMITH
PAUL DAVID
PHAVIR YESSIRAM
MARK GAVIN
SIMON HONNEN
GRAEME DUGLEY
MICHAEL CRONN
ALAN PATENSON
GARTH SINCLAIR
FREDERICK WARD
RICHARD MCILRAITH
GRANT WILSON
MICHAEL HOLM
MARY PETERS
BRUCE MCCLINTOCK
GRANT KEMBLE
HAMISH MINTOSH
PIM GREENWOOD

CONSULTANTS
GEOFFREY RICKETTS
MARTIN DAWSON

Penelope Sheerin
Legal Officer
Takeovers Panel
Facsimile: 04 471 4619
WELLINGTON

Dear Penelope

LOGAN CORPORATION LIMITED - PACIFIC RETAIL GROUP LIMITED - TAKEOVER NOTICE

1. We refer to your facsimile of 23 October 2001 and take this opportunity to reply to the issues you have raised in respect of Logan Corporation Limited's takeover offer document dated 12 October 2001.
2. At paragraph 3 of your letter you refer to the disclosure at paragraph 8.4 in the offer document of a number of persons who are directors of related companies of Logan who hold or control shares in Pacific Retail Group Limited ("PRG"). These interests were not disclosed in the takeover notice dated 24 September 2001 as the breadth of the provisions in clause 6(1) of Schedule 1 to the Code were not fully appreciated until following our telephone conference with you on 2 October 2001. These disclosures were subsequently included in the offer document prior to despatch to the offerees under the offer. They were not intentionally omitted from the document accompanying the takeover notice. In fact it took a considerable amount of work to ascertain the details of those interests. Logan, Cullen Investments Limited ("Cullen") and Mr Eric Watson have no interest in any of the holdings disclosed at paragraph 8.4 of the offer document other than in Logan's 67.96% holding of the ordinary shares of PRG.
3. We attach a marked-up copy of the offer document evidencing changes made subsequent to the filing of the takeover notice. We specifically address the changes made, with reference to rule 44(1) of the Code, below:
 - (a) Changes to the summary of the offer and to paragraphs 2.1 and 8.19 of the offer document reflect the discovery after filing of the takeover notice of a fourth class of options in PRG on issue. This fourth class only came to light when PRG provided the register of option holders to Logan. The options in this class had previously been aggregated with those of another class with the same exercise price but a later exercise date. Written approval for these variations to the offer document was subsequently sought and obtained from the directors of PRG in accordance with rule 44(1)(b)(iii) (see attached resolution of the Independent Committee of Directors of PRG).
 - (b) The changes to paragraphs 8.4 of the offer document reflect the disclosure of:

ROYAL & SUNALLIANCE CENTRE 48 SHORTLAND STREET PO BOX 8 AUCKLAND NEW ZEALAND
PHONE 64 9 367 8000 FAX 64 9 367 8163

DX CX10085 www.russellmcveagh.com | ALSO AT WELLINGTON

885928 v1 AKL *

RUSSELL MCVEAGH 2

- (i) Those persons who can be regarded as controlling the PRG shares held by Logan, namely Cullen and Mr Watson; and
- (ii) Directors of related companies of Logan who hold or control shares in PRG.

We discussed the disclosure of person's "upstream" of Logan who could be considered to "control" shares in PRG in our discussions with the Panel on 2 October and in our letter of 8 October 2001. These amendments were made following those discussions, in which it was confirmed to us that the Panel would regard these changes as necessary and sensible. The holdings of directors of related companies of Logan have been treated in the same way.

- (c) The changes to paragraph 8.6 of the offer document reflect:
 - (i) Transfers of equity securities in PRG subsequent to the filing of the takeover notice on 24 September 2001; and
 - (ii) Revised details of the transfer conducted by Axa Asia Pacific Limited ("Axa") on 22 August 2001 following the making of enquiry by Logan of Axa.

These changes fall within the terms of rules 44(1)(b)(ii) and/or 44(1)(d)(i) of the Code, in that they reflect information current as at the date of the offer.

- (d) Changes to the summary of the offer, paragraphs 1.2 and 5.3 of the offer and to the acceptance forms reflect confirmation of the date of the offer and the duration of the offer period, as well as updates to the address and contact details of Computershare Registry Services Limited advised to us by the registrar. Again we regard these changes as falling under rules 44(1)(b)(ii) and/or 44(1)(d)(i), reflecting information not known to Logan at the date of filing the takeover notice.
4. We confirm that the lowest percentage of total voting rights in PRG held or controlled by Logan in the 12 month period ending on, and inclusive of, 8 October 2001 (being the date of Logan's latest increase) was 62.977%. We further confirm that the increases in the percentage of voting rights controlled by Cullen and Mr Watson fall within the scope of rule 7(e) of the Code.

Yours faithfully
RUSSELL McVEAGH



Simon Horner/Tim Mitchelson
Partner/Solicitor

Direct phone: +64 9 367 8235/8111
Direct fax: +64 9 367 8596
Email: simon.horner@russellmcveagh.com
tim.mitchelson@russellmcveagh.com

**FULL OFFER BY
LOGAN CORPORATION LIMITED
TO PURCHASE SHARES AND OPTIONS IN
PACIFIC RETAIL GROUP LIMITED
MADE PURSUANT TO THE TAKEOVERS CODE**

IMPORTANT:

If you are in doubt as to any aspect of this offer, you should consult a member of the New Zealand Stock Exchange or a financial or legal adviser.

If you have sold all your shares in Pacific Retail Group Limited, you should immediately hand this offer document and the accompanying acceptance form to the purchaser, or to the member of the New Zealand Stock Exchange or other agent through whom the sale was made, to be passed to the purchaser.

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A. TO ACCEPT THE OFFER:	

This Offer is made in accordance with the Takeovers Code approved by the Takeovers Code Approval Order 2000.

SUMMARY OF OFFER

On 24 September 2001, Logan Corporation Limited announced it would make a full takeover offer for all of the fully paid ordinary shares and options to acquire fully paid ordinary shares in Pacific Retail Group Limited not already held by it. The key terms of the offer are:

- The consideration offered is:
 - \$1.76 in cash for each fully paid ordinary share in Pacific Retail Group Limited;
 - \$0.293 in cash for each PRG option that was issued on 24 December 1999 and is exercisable at \$1.467 per share on or before 24 December 2004;
 - \$0.203 in cash for each PRG option that was issued on 13 March 2000 and is exercisable at \$1.557 per share on or before 13 March 2005;
 - \$0.203 in cash for each PRG option that was issued on 22 March 2000 and is exercisable at \$1.557 per share on or before 22 March 2005;
 - \$0.37 in cash for each PRG option that was issued on 20 July 2000 and is exercisable at \$1.39 per share on or before 20 July 2005.
- The offer closes on ~~[insert date which gives an initial offer period of 30 days]~~ 10 November 2001 unless extended.

Detailed terms of the offer are set out on pages [5] to [132] of this document.

HOW TO ACCEPT THIS OFFER

To accept the offer by Logan Corporation Limited, you should complete the relevant Form of Acceptance and Transfer enclosed with this offer in accordance with the instructions set out on the form. Then mail (in the enclosed prepaid envelope), fax or deliver the form to:

Logan Corporation Limited
C/- Computershare Registry Services Limited
Level 23
277 Broadway 159 Hurstmere Road
Takapuna Newmarket
Private Bag 92119
Auckland 1020
NEW ZEALAND

Facsimile: +64 9 522-0058 488 8787

If you have sold all or some of your shares, please refer to the instructions below.

If you cannot readily locate your Faster Identification Number (FIN number), please complete and return the form and complete the indemnity on the reverse of the form.

IMPORTANT

ACCEPTANCES MUST BE RECEIVED BY ~~[INSERT DATE WHICH GIVES AN INITIAL OFFER PERIOD OF 30 DAYS]~~ 10 NOVEMBER 2001

(UNLESS EXTENDED)

PLEASE NOTE**IF YOU HAVE SOLD ALL YOUR PACIFIC RETAIL GROUP LIMITED SHARES**

Please send this offer and all enclosures (including the Form of Acceptance and Transfer) at once to the new Pacific Retail Group Limited shareholder or the broker through whom you made the sale requesting that they be forwarded to the new Pacific Retail Group Limited shareholder.

IF YOU HAVE SOLD SOME OF YOUR PACIFIC RETAIL GROUP LIMITED SHARES

Please alter the total holding on the Form of Acceptance and Transfer to the number of shares which you have retained and forward the amended form in the reply paid envelope supplied to Logan Corporation Limited.

Upon receipt of the amended form, Logan Corporation Limited will recalculate the amount of cash comprising your consideration to reflect the number of shares sold by you.

Please also request the broker through whom you made the sale to advise the purchaser or purchasers of your shares of this offer and that copies of it are available from the share registrar, Computershare Registry Services Limited, Level 23, ~~277 Broadway~~ 159 Hurstmere Road, Newmarket/Takapuna, Private Bag 92119, Auckland 1020, and advise the share registrar of the number of shares sold and the broker concerned.

**FULL OFFER BY LOGAN CORPORATION LIMITED
TO PURCHASE SHARES AND OPTIONS IN PACIFIC RETAIL GROUP LIMITED**

TO: The shareholders and optionholders of
Pacific Retail Group Limited ("PRG")

1. THE OFFER

- 1.1 Logan Corporation Limited ("Logan") offers to purchase all the fully paid ordinary shares ("PRG Shares") and options to acquire fully paid ordinary shares ("PRG Options") in PRG not already held by Logan at the date of this offer, including all rights which are attached to the PRG Shares or to the PRG Options at the date on which Logan gave PRG notice of intention to make this offer (the "Notice Date") or which arise subsequently.
- 1.2 The offer is dated 12 October~~[]~~ 2001 and remains open for acceptance until ~~[insert date which gives an initial offer period of 30 days]~~ 10 November 2001. Logan may extend the offer period, subject to the provisions of the Takeovers Code. The expiry of the offer (as it may be extended from time to time (if at all)) is referred to as the "Closing Time".
- 1.3 A holder of PRG Shares or PRG Options may accept this offer in respect of all or any such shares or options held by that holder.
- 1.4 This offer is made on the terms, and subject to the conditions, set out in this offer document and on the terms contained in the Takeovers Code (except to the extent that the terms contained in the Takeovers Code are, where permitted by the Takeovers Code, varied by this offer).

2. CONSIDERATION

2.1 The consideration offered for each:

- (a) PRG Share is \$1.76 in cash;
- (b) PRG Option issued on 24 December 1999 and exercisable at \$1.467 per share on or before 24 December 2004 is \$0.293 in cash;
- (c) PRG Option issued on 13 March 2000 and exercisable at \$1.557 per share on or before 13 March 2005 is \$0.203 in cash;
- ~~(e)~~(d) PRG Option issued on 22 March 2000 and exercisable at \$1.557 per share on or before 22 March 2005 is \$0.203 in cash;
- ~~(e)~~(e) PRG Option issued on 20 July 2000 and exercisable at \$1.39 per share on or before 20 July 2005 is \$0.37 in cash.

3. TERMS OF THE OFFER

- 3.1 All PRG Shares and PRG Options in respect of which this offer is accepted, and all shares, options and other securities of the nature referred to in clauses 3.3 to 3.5, must be free of all liens, charges, mortgages, encumbrances and other adverse interests or claims of any kind when they are transferred to Logan.

- 3.2 If PRG pays any dividend or other cash distribution in respect of PRG Shares or any PRG Options after the Notice Date and Logan waives the condition contained in clause 5.1(a) then, at the option of Logan, either:
- (a) the consideration per PRG Share and/or per relevant PRG Option (as the case may be) payable under clause 2.1 will be reduced by an amount equivalent to that dividend or other cash distribution; or
 - (b) acceptors of this offer will be bound to pay to Logan in respect of each PRG Share and/or each relevant PRG Option (as the case may be) for which they have accepted this offer (provided the dividend or other cash distribution is paid or payable in respect of that share or option) an amount equivalent to that dividend or other cash distribution.
- 3.3 If PRG makes any bonus issue of shares, options or other securities of any nature in respect of PRG Shares or in respect of any PRG Options on or after the Notice Date (and Logan waives the condition contained in clause 5.1(a)), then either:
- (a) if the bonus issue is of fully paid ordinary shares in PRG, then the consideration per PRG Share and per PRG Option payable under clause 2.1 shall be reduced to take account of the effect of the bonus issue;
 - (b) if the bonus issue is of securities other than fully paid ordinary shares in PRG, each acceptor must transfer to Logan, without additional consideration, the number of those securities which is attributable to the PRG Shares or PRG Options transferred, and if an acceptor fails to do so, the consideration payable by Logan to that acceptor shall be reduced by such amount as Logan reasonably considers appropriate to take account of that failure.
- 3.4 If PRG subdivides or consolidates the PRG Shares or any PRG Options on or after the Notice Date (and Logan waives the condition contained in clause 5.1(b)) this offer will be for the securities resulting from such subdivision or consolidation and the consideration per PRG Share and/or per relevant PRG Option (as the case may be) payable under clause 2.1 will be correspondingly reduced or increased and acceptors must transfer the relevant subdivided or consolidated shares and/or options to Logan without any additional consideration.
- 3.5 If PRG issues any further ordinary shares or options on or after the Notice Date whether pursuant to any dividend reinvestment plan, share investment scheme, employee share or option scheme, or otherwise (and Logan waives the conditions contained in clauses 5.1(a) and (b), and clause 3.3 does not apply) then the offer will extend to such of those shares and/or options as are not held by Logan.

4. ACCEPTANCE OF OFFER

- 4.1 To accept this offer, acceptors must complete the enclosed Acceptance Transfer Form ("Acceptance Form") and return it to Logan, in accordance with the instructions printed on the Acceptance Form, as soon as possible but in any event so as to be received not later than the Closing Time. No acknowledgement of the receipt of acceptances will be issued by Logan.
- 4.2 Logan may, in its discretion, treat any form of acceptance as valid whether or not it complies with clause 4.1 or is otherwise irregular (including, without limitation, where no FIN number is supplied). Logan may also, in its discretion, rectify any errors in, or omissions from, any form of acceptance to enable that form to constitute a valid acceptance of the offer and to facilitate registration of the transfer of the relevant PRG

Shares or PRG Options to Logan, including inserting or correcting details of the PRG Shares or PRG Options held by the acceptor and filling in any blanks.

- 4.3 Except as provided in clause 4.4, acceptances are irrevocable and acceptors are not entitled to withdraw their acceptances of this offer, whether or not this offer has been varied by Logan in accordance with the Takeovers Code.
- 4.4 If payment is not sent within the period specified in clause 6.1 to any acceptor whose PRG shares or PRG Options are taken up under the offer, that acceptor may withdraw acceptance of the offer:
- (a) by notice in writing to Logan; but only
 - (b) after the expiration of 7 days' written notice to Logan of that acceptor's intention to do so.

However, the right to withdraw acceptance of the offer does not apply if that acceptor receives the consideration during the 7 day period referred to in clause 4.4(b).

- 4.5 Notwithstanding clause 4.3, Logan shall be released from its obligations under this offer, and arising from acceptance of this offer, if:
- (a) this offer is withdrawn with the consent of the Takeovers Panel; or
 - (b) this offer lapses as a result of any condition contained in section 5 not being satisfied by the date specified in clause 5.3 as the latest date for satisfaction of that condition.
- 4.6 This offer is open for acceptance by all persons who have acquired PRG Shares or PRG Options from any person to whom this offer has been sent by Logan.
- 4.7 Except where Logan is required by the Takeovers Code to give or send notice of any matter to the holders of PRG Shares or PRG Options, notice by Logan to the New Zealand Stock Exchange and to PRG of any matter relating to this offer will constitute notice of that matter to holders of PRG Shares and holders of PRG Options and will be deemed to have been duly given on the day following the date of notification to the New Zealand Stock Exchange.

5. CONDITIONS

- 5.1 This offer is subject to the conditions (which are for the benefit of Logan and may be waived in whole or in part by Logan in its discretion) that during the period from and including the Notice Date until and including the latest date by which this offer must become unconditional specified in clause 5.3, unless Logan consents in writing:
- (a) No dividends, bonuses or other distributions of any nature are declared, paid or made on, or in respect of, the PRG Shares or PRG Options or on or in respect of the shares of any of PRG's partly owned subsidiaries;
 - (b) None of the PRG Shares or PRG Options are subdivided, consolidated or bought back by PRG, no further shares, options, or other securities of any nature of PRG or any of its partly owned subsidiaries are issued or made the subject of any option or agreement to issue, and there is no alteration of the rights, privileges or restrictions attaching to any PRG Shares or PRG Options or to the terms of any PRG Options;

5.2 Each of the conditions set out in clause 5.1 is a separate condition subsequent, and acceptance of the offer by each acceptor shall constitute a contract by that acceptor with Logan subject to those conditions.

5.3 The latest date on which this offer can become unconditional is ~~Insert same date as end of initial offer period~~ 24 November 2001. Should this offer not become unconditional by or on that date it will lapse and all Acceptance Forms will be returned by Logan to acceptors.

6. SETTLEMENT

6.1 Cheques for the cash to which each acceptor is entitled under the offer will be despatched by Logan by ordinary post not later than 7 days after the later of:

- (a) the date on which this offer becomes unconditional; or
- (b) the date on which an acceptance is received; or
- (c) the end of the initial offer period specified in clause 1.2.

7. GENERAL

7.1 By acceptance of this offer, each acceptor will be deemed to:

- (a) authorise Logan to advise PRG and/or its share and option registrar of the details of that acceptor's acceptance and to note the PRG share and option registers with those details; and
- (b) represent and warrant to Logan that title to that acceptor's PRG Shares or PRG Options, and to all other shares, options and other securities of the nature referred to in clauses 3.3, 3.4 and 3.5, will pass to Logan free of all charges, liens, mortgages, encumbrances and other adverse interests and claims of any kind, and that that acceptor has full power and capacity to sell and transfer all such securities.

7.2 All cheques, Acceptance Forms and other documents to be delivered or sent by or to a holder of PRG Shares or PRG Options will be delivered or sent by or to that holder at that holder's own risk.

7.3 The provisions set out in the Acceptance Form form part of the terms of the offer.

7.4 All references in this document and in the Acceptance Form to:

- (a) currency are to New Zealand currency, unless stated otherwise;
- (b) time are to New Zealand time, unless stated otherwise;
- (c) the singular include the plural and vice versa, unless the context otherwise requires.

7.5 Headings are for convenience only and do not affect the interpretation of this document or any Acceptance Form. Any expression that is defined in the Takeovers Act 1993, or in the Takeovers Code, and used (but not defined) in this offer has the same meaning as in the Takeovers Act or Takeovers Code.

- 7.6 This offer may be varied by Logan in accordance with the Takeovers Code.
- 7.7 This offer, and all contracts arising from acceptance of it, will be governed by and construed in accordance with the laws of New Zealand. Logan and each acceptor submit to the non-exclusive jurisdiction of the courts of New Zealand.

8. ADDITIONAL INFORMATION

- 8.1 The information required by Schedule One to the Takeovers Code, and not stated elsewhere in this offer, is set out below.

- 8.2 The address of Logan is:

Level 11
Elders Finance House
2 Kitchener Street
Auckland

- 8.3 The directors of Logan are:

Maurice George Kidd
Philip Samuel Newland

Ownership of equity securities of PRG

- 8.4 The table below sets out the number, designation, and percentage of equity securities of any class of PRG held or controlled by:

- (a) Logan; and
- (b) any related company of Logan; and
- (c) any person acting jointly or in concert with Logan; and
- (d) any director of any of the persons described in paragraphs (a) to (c); and
- (e) any other person holding or controlling more than 5% of the class, if within the knowledge of Logan.

Name	Description	Number of equity securities held or controlled	Type of equity security	Percentage of class
Logan Corporation Limited (+)	Company	31,790,571 <u>34,306,305</u>	Ordinary shares	62.97 <u>67.96</u> %
<u>Cullen Investments Limited (+)</u>	<u>Related company of Logan</u>	<u>34,306,305</u>	<u>Ordinary shares</u>	<u>67.96</u> %
<u>Eric John Watson (+)</u>	<u>Sole shareholder in Cullen Investments Limited</u>	<u>34,306,305</u>	<u>Ordinary shares</u>	<u>67.96</u> %

Axa Pacific Limited (*)	Asia	<u>Holder of more than 5% of a class of equity security Company</u>	5,373,888	Ordinary shares	10.65%
<u>Mark Stephen Hotchin</u>		<u>Director of a related company of Logan</u>	<u>2,098,518</u>	<u>Ordinary shares</u>	<u>4.16%</u>
<u>Nicholas Peter Gordon</u>		<u>Director of a related company of Logan</u>	<u>1,666,666</u>	<u>Ordinary shares</u>	<u>3.30%</u>
<u>Stefan Gary Preston</u>		<u>Director of a related company of Logan</u>	<u>261,388</u>	<u>Ordinary shares</u>	<u>0.52%</u>
<u>Richard Anthony Johnston</u>		<u>Director of a related company of Logan</u>	<u>217,944</u>	<u>Ordinary shares</u>	<u>0.43%</u>
<u>Neil Alistair Campbell</u>		<u>Director of a related company of Logan</u>	<u>124,196</u>	<u>Ordinary shares</u>	<u>0.25%</u>
<u>Mark John Allan</u>		<u>Director of a related company of Logan</u>	<u>24,536</u>	<u>Ordinary shares</u>	<u>0.05%</u>
<u>Peter Thomas Halkett</u>		<u>Director of a related company of Logan</u>	<u>67,045</u>	<u>Ordinary shares</u>	<u>0.13%</u>
<u>Richard Edward Reilly</u>		<u>Director of a related company of Logan</u>	<u>16,666</u>	<u>Ordinary shares</u>	<u>0.03%</u>
<u>Ronald McGregor Irvine</u>		<u>Director of a related company of Logan</u>	<u>3,888</u>	<u>Ordinary shares</u>	<u>0.01%</u>
<u>Peter Thomas Halkett</u>		<u>Holder of more than 5% of a class of equity security Chief Executive Officer of PRG</u>	333,333	Options Exercise Price: \$1.467 Final Exercise Date: 24 December 2004	100%
John Milford		<u>Holder of more than 5% of a</u>	222,222	Options	<u>100%</u> <u>33.6%</u>

	than 5% of a class of equity security General Manager (Retail) of PRG		Exercise Price: \$1.557 Final Exercise Date: 1322 March 2005	
<u>Neil Alistair Campbell</u>	<u>Director of a related company of Logan</u>	<u>5,555</u>	<u>Options</u> <u>Exercise Price: \$1.557</u> <u>Final Exercise Date:</u> <u>22 March 2005</u>	<u>0.02%</u>
<u>Neil Alistair Campbell</u>	<u>Director of a related company of Logan</u>	<u>5,000</u>	<u>Options</u> <u>Exercise Price: \$1.39</u> <u>Final Exercise Date:</u> <u>20 July 2005</u>	<u>0.02%</u>

(*) These details were obtained from the 2001 Annual Report of Pacific Retail Group Limited and the register of PRG shareholders.

(+) Logan is a wholly-owned subsidiary of Cullen Investments Limited. Eric John Watson is the sole shareholder of Cullen Investments Limited. For the purposes of the Takeovers Code, both Cullen Investments Limited and Mr Watson are regarded as controlling the shares held by Logan.

8.5 None of the other persons referred to in clause 8.4 hold or control equity securities of PRG.

Trading in target company equity securities

8.6 During the 6 month period before the date of this offer:

(a) ~~the register of shareholders of PRG indicates that Axa Asia Pacific Limited sold 81,100 ordinary shares;~~

(b) 8.6 none of the other persons referred to in clause 8.4 has acquired or disposed of equity securities of PRG. The following persons referred to in clause 8.4 have, during the six month period before the date of the offer, acquired or disposed of equity securities of PRG:

<u>Name</u>	<u>Number of equity securities</u>	<u>Type of equity security</u>	<u>Acquisition or disposal</u>	<u>Date of transaction</u>	<u>Consideration per equity security</u>
<u>Logan Corporation Limited</u>	<u>263,734</u>	<u>Ordinary shares</u>	<u>Acquisition</u>	<u>26 September 2001</u>	<u>\$1.76</u>
<u>Logan</u>	<u>2,252,000</u>	<u>Ordinary</u>	<u>Acquisition</u>	<u>8 October</u>	<u>\$1.76</u>

<u>Corporation Limited</u>		<u>shares</u>		<u>2001</u>	
<u>Platinum Retail Limited(*)</u>	<u>2,240,000</u>	<u>Ordinary shares</u>	<u>Disposal</u>	<u>8 October 2001</u>	<u>\$1.76</u>
<u>Axa Asia Pacific Limited (**)</u>	<u>9,222</u>	<u>Ordinary shares</u>	<u>Disposal</u>	<u>22 August 2001</u>	<u>Unknown(+)</u>
<u>Axa Asia Pacific Limited (**)</u>	<u>9,222</u>	<u>Ordinary shares</u>	<u>Acquisition</u>	<u>22 August 2001</u>	<u>Unknown(+)</u>

() Platinum Retail Limited is a company associated with Mark Stephen Hotchin.*

*(**) These trades were an internal transfer between clients of Axa Asia Pacific Limited.*

(+) The consideration involved in these trades is not within the knowledge of Logan after making proper enquiry of Axa Asia Pacific Limited.

8.7 None of the other persons referred to in clause 8.4 have acquired or disposed of equity securities in PRG in the six month period before the date of the offer.

Agreements to accept offer

8.78.8 No person has agreed conditionally or unconditionally to accept the offer.

Arrangements to pay consideration

8.88.9 The maximum amount payable under the offer is just over \$33,000,000 if it is accepted in full. Logan confirms that resources will be available to it sufficient to meet the consideration to be provided on full acceptance of the offer and to pay any debts incurred in connection with the offer (including the debts arising under Rule 49 of the Takeovers Code).

8.88.10 A statement setting out the rights of offerees under Rule 34 of the Takeovers Code is set out in clause 4.4 of the offer.

Arrangements between offeror and target company

8.108.11 No agreement or arrangement (whether legally enforceable or not) has been made, or has been proposed to be made, between Logan or any associates of Logan, and PRG or any related company of PRG, in connection with, in anticipation of, or in response to, the offer.

Arrangements between offeror, and directors and officers of target company

8.118.12 No agreement or arrangement (whether legally enforceable or not) has been made, or has been proposed to be made, between Logan or any associates of Logan, and any of the directors or senior officers of PRG or of any related company of PRG in connection with, in anticipation of, or in response to, the offer.

Financial assistance

8.128.13 Logan currently proposes to enter into funding arrangements in relation to the offer. If these arrangements are utilised (which would occur if Logan holds 90% of the ordinary shares in PRG) Logan will cause PRG and its subsidiaries (other than Pacific Retail

Finance Limited) to give a guarantee and grant security over their assets to secure the obligations of Logan under these funding arrangements.

Market acquisitions of securities

8.138.14 Logan, its related companies, any person acting jointly or in concert with Logan and any director of any such party may acquire PRG Shares or PRG Options otherwise than under this offer in compliance with Rule 36 of the Takeovers Code.

Likelihood of changes in target company

8.148.15 If, as a result of the offer or otherwise, Logan or another member of the Logan group of companies becomes entitled to acquire compulsorily PRG Shares and PRG Options under the Takeovers Code, it is intended that those rights will be exercised and PRG will apply for de-listing from the New Zealand Stock Exchange.

8.158.16 If the offer becomes unconditional, but Logan or another member of the Logan group of companies does not compulsorily acquire all PRG Shares and PRG Options, it is Logan's present intention to maintain PRG's listing on the New Zealand Stock Exchange and for the business of PRG as currently conducted to continue.

Pre-emption clauses in target company's constitution

8.168.17 There is no restriction on the right to transfer any equity securities to which the offer relates that:

- (a) is contained in the constitution of PRG; and
- (b) has the effect of requiring the holders of those securities to offer the securities for purchase to members of PRG or to any other person before transferring those securities.

Escalation clauses

8.178.18 No agreement or arrangement (whether legally enforceable or not) has been made, or has been proposed to be made, under which:

- (a) any existing holder of equity securities in PRG will or may receive in relation to, or as a consequence of, the offer any additional consideration or other benefit over and above the consideration set out in the offer; or
- (b) any prior holder of equity securities in PRG will or may receive any consideration or other benefit as a consequence of the offer.

Independent adviser's report

8.188.19 Ferrier Hodgson has been appointed as independent adviser for the purposes of certifying that, in ~~their~~^{his} opinion, the consideration and terms offered for the PRG Options are fair and reasonable in comparison with the consideration and terms offered for the PRG Shares and are fair and reasonable as between the ~~three~~^{four} classes of PRG Options.

8.198.20 A copy of Ferrier Hodgson's full report accompanies this document.

Certificate

8.208.21 To the best of our knowledge and belief, after making proper enquiry, the information contained in the offer document is, in all material respects, true and correct and not misleading, whether by omission of any information or otherwise, and includes all the information required to be disclosed by the offeror under the Takeovers Code.

Chief Executive Officer

Chief Financial Officer

Director (on behalf of the Board of Directors of Logan, pursuant to a resolution of the Board passed on 24 September 2001)

Director (on behalf of the Board of Directors of Logan, pursuant to a resolution of the Board passed on 24 September 2001)

FORM OF ACCEPTANCE AND TRANSFER

**LOGAN CORPORATION LIMITED ("Buyer")
FULL OFFER FOR SHARES IN PACIFIC RETAIL GROUP LIMITED ("Pacific Retail")**

Shareholder/Seller (the Seller):	
Address:	
Number of shares currently held:	

Insert in the box below the number of fully paid ordinary shares ("Pacific Retail Shares") in Pacific Retail Group Limited ("Pacific Retail") in respect of which you accept the full offer.

NOTE:

1. You may accept the offer in respect of all or any Pacific Retail Shares held by you.
2. If you do not state the number of Pacific Retail Shares in respect of which you wish to accept the offer, you will be deemed to have accepted the offer in respect of all Pacific Retail Shares held by you and to have stated that number in the box below.

Number of Pacific Retail shares you wish to sell:	
--	--

By signing this form the Seller hereby:

- (a) _____ accepts the full offer dated [_____] 12 October 2001 of the Buyer, for the number of shares set out in the box above and held by the Seller and transfers those shares to the Buyer, subject to the terms and conditions of the offer; and
- (b) _____ enters into the indemnity below in favour of and for Pacific Retail and the Buyer, and appoints the Buyer the attorney of the Seller.

The Buyer hereby agrees to take the shares. The Seller hereby authorises the Buyer to use the Seller's FIN (as set out below) to transfer the shares to the Buyer. If a FIN is not set out below, the indemnity below shall apply.

FIN Number _____

Dated and executed the _____ day of _____ 2001

FOR AN INDIVIDUAL OR ATTORNEY	FOR A COMPANY
Signed by the Seller(s): _____	Signed for the Seller by: _____
In the presence of: _____	In the presence of: _____
Name: _____	Name: _____

Occupation: Town/City of Residence:	Occupation: Town/City of Residence:
--	--

BY THE SELLER'S EXECUTION OF THIS FORM, THE SELLER:

1. hereby declares that if the FIN in respect of the shares referred to above is not also shown above:
 - 1.1 the Seller is the holder of such shares, and has made proper endeavours to identify the FIN and has been unable to do so; and
 - 1.2 the Seller will indemnify Pacific Retail, the Buyer and its agent Computershare Registry Services Limited and its related companies against any costs, loss or damage arising out of any failure to produce the FIN or the transfer of such shares being registered by Pacific Retail without production of the FIN; and
2. hereby enters into a Power of Attorney in favour of the Buyer as follows:

As from the time of the offer being declared unconditional, I/we irrevocably authorise and appoint the Buyer (with power of substitution by the Buyer in favour of such person(s) as the Buyer may appoint to act on its behalf) as my/our attorney and agent to act for me/us and to do all matters of any kind or nature whatsoever in respect of or relating to the Pacific Retail Shares in respect of which we have accepted the offer and all rights and benefits attaching to them as the Buyer may think proper and expedient and which I/we could lawfully do or cause to be done if personally acting, including the transfer of shares to any person or persons whatsoever, the appointment of a proxy or proxies for any meeting of the shareholders of Pacific Retail, attendance in person at, and voting at, such meeting, application to any court whatsoever and execution of all documentation in my/our name(s) which the Buyer may consider necessary for all or any of the foregoing purposes.

NOTES AND INSTRUCTIONS FOR COMPLETION

1. **TO ACCEPT THE OFFER:**
 - (i) Insert your FIN number in the space provided.
 - (ii) Insert the date of execution in the space provided.
 - (iii) Sign this form where marked "Signed by the Seller(s)" and have your signature witnessed. Any person (including your husband or wife) may witness your signature and must add his or her occupation and address in the space provided. Companies must sign where marked "For A Company" and in accordance with the Companies Act 1993 or other applicable law.
2. **SHARES HELD BY NOMINEES:** If your Pacific Retail Shares are held through a nominee, advise your nominee as to how many Pacific Retail Shares you wish to sell and instruct them to complete, execute, and return this form to the Buyer in accordance with the instructions contained in it.
3. **JOINT HOLDERS:** If the shares are registered in the names of joint holders, all must sign the form.
4. **POWER OF ATTORNEY:** If the form is signed under a power of attorney, a copy of the relevant power of attorney must be submitted with the form for noting and return, and

the certificate printed below must be completed by the party holding the Power of Attorney. Where the power of attorney has already been noted by Pacific Retail, then this fact must be stated under the signature of the attorney.

5. **ON COMPLETION:** Either mail, deliver or fax this form (and a copy of any related power of attorney) as provided for below as soon as possible, but in any event so as to be received by Logan Corporation Limited not later than ~~insert date which gives an offer period of 30 days~~ 10 November 2001, or if the closing time of the offer is extended, by the extended closing time.

Shareholders resident outside New Zealand are encouraged to return the acceptance form by fax.

- (a) **MAIL:** Place the signed acceptance form in the reply paid envelope and post to:

Logan Corporation Limited
C/- Computershare Registry Services Limited
Private Bag 92119
Auckland 1020
NEW ZEALAND

- (b) **DELIVER:** Deliver the signed acceptance form to Logan Corporation Limited, C/- Computershare Registry Services Limited at the following address:

Level 23
~~277 Broadway~~ 159 Hurstmere Road
~~Takapuna~~ Newmarket
Auckland
NEW ZEALAND

NOTE: This office is only open on weekdays during normal business hours.

- (c) **FAX:** Fax the signed acceptance form to Logan Corporation Limited, C/- Computershare Registry Services Limited on the following fax number:

+64 9 522-0058488 8787

and then the Seller must either:

1. post the original signed acceptance form in the enclosed prepaid envelope to Logan Corporation Limited, C/- Computershare Registry Services Limited at the address set out in (a) above; or
2. deliver it to Logan Corporation at the address set out in (b) above

as soon as possible after faxing the acceptance form. However, as long as the faxed acceptance form has been received by the Buyer by the Closing Time of the offer, that acceptance will remain valid notwithstanding that the original is not received until after that time.

6. **PREVIOUS SALE:** If you have sold all your shares, please pass this form, together with the documents, to your sharebroker or the purchasers of the shares. If you have sold part of your shareholding, or acquired more shares, record that fact on this form by amending the number of shares noted as being held by you on the face of this form. Please also refer to the more detailed instructions on page 4 of the Offer.

7. **INTERPRETATION:** In this form references to the singular shall include the plural.

IF YOU ARE IN ANY DOUBT ABOUT THE PROCEDURE FOR ACCEPTANCE, PLEASE
TELEPHONE COMPUTERSHARE REGISTRY SERVICES LIMITED ON 09 ~~522-0022488~~ 8777
FOR DOMESTIC NEW ZEALAND CALLERS OR +64 9 ~~522-0022-488~~ 8777 FOR
INTERNATIONAL CALLERS.

IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING MUST SIGN THE FOLLOWING CERTIFICATE:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I/We, _____
(Insert name of Attorney(s) signing)

of _____
(Address and Occupation)

HEREBY CERTIFY:

1. By a Power of Attorney dated _____ the Seller named _____ and described on the face of this form (the Seller) appointed me/us his/her/their attorney on the terms and conditions set out in that Power of Attorney.
2. I/We have executed the form printed on the face of this document as attorney under that Power of Attorney and pursuant to the powers thereby conferred upon me/us.
3. At the date hereof I/we have not received any notice of information of the revocation of that Power of Attorney by the death (or winding up) of the Seller or otherwise.

Signed at _____ on _____ 2001

Signature(s) of Attorney(s)

Note: Your signature does not require witnessing.

FORM OF ACCEPTANCE AND TRANSFER

**LOGAN CORPORATION LIMITED ("Buyer")
FULL OFFER FOR OPTIONS IN PACIFIC RETAIL GROUP LIMITED ("Pacific Retail")**

Optionholder/Seller (the Seller):	
Address:	
Number of options currently held:	
Description of options currently held:	

Insert in the box below the number of options ("Pacific Retail Options") in Pacific Retail Group Limited ("Pacific Retail") in respect of which you accept the full offer.

NOTE:

1. You may accept the offer in respect of all or any Pacific Retail Options held by you.
2. If you do not state the number of Pacific Retail Options in respect of which you wish to accept the offer, you will be deemed to have accepted the offer in respect of all Pacific Retail Options held by you and to have stated that number in the box below.

Number of Pacific Retail Options you wish to sell:	
---	--

By signing this form the Seller hereby:

- (a) accepts the full offer dated [_____] 12 October 2001 of the Buyer, for the number of options set out in the box above and held by the Seller and transfers those options to the Buyer, subject to the terms and conditions of the offer; and
- (b) enters into the indemnity below in favour of and for Pacific Retail and the Buyer (if the certificate for the Seller's Pacific Retail Options is not returned with this form); and
- (c) appoints the Buyer the attorney of the Seller.

Dated and executed the _____ day of _____ 2001

FOR AN INDIVIDUAL OR ATTORNEY	FOR A COMPANY
Signed by the Seller(s): _____	Signed for the Seller by: _____
In the presence of: _____	In the presence of: _____
Name: Occupation: Town/City of Residence:	Name: Occupation: Town/City of Residence:

BY THE SELLER'S EXECUTION OF THIS FORM, THE SELLER:

1. hereby declares that if the certificate in respect of the options referred to above is not enclosed with this form:
 - 1.1 the Seller is the holder of such options, and has made proper endeavours to find the certificate and has been unable to do so; and
 - 1.2 the Seller will indemnify Pacific Retail, the Buyer and its agent Computershare Registry Services Limited and its related companies against any costs, loss or damage arising out of any failure to produce the certificate or the transfer of such options being registered by Pacific Retail without production of the certificate; and
2. hereby enters into a Power of Attorney in favour of the Buyer as follows:

As from the time of the offer being declared unconditional, I/we irrevocably authorise and appoint the Buyer (with power of substitution by the Buyer in favour of such person(s) as the Buyer may appoint to act on its behalf) as my/our attorney and agent to act for me/us and to do all matters of any kind or nature whatsoever in respect of or relating to the Pacific Retail Options in respect of which we have accepted the offer and all rights and benefits attaching to them as the Buyer may think proper and expedient and which I/we could lawfully do or cause to be done if personally acting, including the transfer of options to any person or persons whatsoever, the appointment of a proxy or proxies for any meeting of the optionholders of Pacific Retail, attendance in person at, and voting at, such meeting, application to any court whatsoever and execution of all documentation in my/our name(s) which the Buyer may consider necessary for all or any of the foregoing purposes.

NOTES AND INSTRUCTIONS FOR COMPLETION

1. **TO ACCEPT THE OFFER:**
 - (i) Insert the date of execution in the space provided.
 - (ii) Sign this form where marked "Signed by the Seller(s)" and have your signature witnessed. Any person (including your husband or wife) may witness your signature and must add his or her occupation and address in the space provided. Companies must sign where marked "For A Company" and in accordance with the Companies Act 1993 or other applicable law.
 - (iii) enclose the certificate for your Pacific Retail Options with this form.
2. **OPTIONS HELD BY NOMINEES:** If your Pacific Retail Options are held through a nominee, advise your nominee as to how many Pacific Retail Options you wish to sell and instruct them to complete, execute, and return this form to the Buyer in accordance with the instructions contained in it.
3. **JOINT HOLDERS:** If the options are registered in the names of joint holders, all must sign the form.
4. **POWER OF ATTORNEY:** If the form is signed under a power of attorney, a copy of the relevant power of attorney must be submitted with the form for noting and return, and the certificate printed below must be completed by the party holding the Power of Attorney. Where the power of attorney has already been noted by Pacific Retail, then this fact must be stated under the signature of the attorney.

5. **ON COMPLETION:** Either mail, deliver or fax this form (together with the option certificate and a copy of any related power of attorney) as provided for below as soon as possible, but in any event so as to be received by Logan Corporation Limited not later than ~~insert date which gives an offer period of 30 days~~ 10 November 2001, or if the closing time of the offer is extended, by the extended closing time.

Optionholders resident outside New Zealand are encouraged to return the acceptance form by fax.

- (a) **MAIL:** Place the signed acceptance form in the reply paid envelope and post to:

Logan Corporation Limited
C/- Computershare Registry Services Limited
Private Bag 92119
Auckland 1020
NEW ZEALAND

- (b) **DELIVER:** Deliver the signed acceptance form to Logan Corporation Limited, C/- Computershare Registry Services Limited at the following address:

Level 23
~~277 Broadway~~ 159 Hurstmere Road
~~Takapuna~~ Newmarket
Auckland
NEW ZEALAND

NOTE: This office is only open on weekdays during normal business hours.

- (c) **FAX:** Fax the signed acceptance form to Logan Corporation Limited, C/- Computershare Registry Services Limited on one of the following fax number:

+64 9 522-0058-488 8787

and then the Seller must either:

1. post the original signed acceptance form in the enclosed prepaid envelope to Logan Corporation Limited, C/- Computershare Registry Services Limited at the address set out in (a) above; or
2. deliver it to Logan Corporation at the address set out in (b) above

as soon as possible after faxing the acceptance form. However, as long as the faxed acceptance form has been received by the Buyer by the closing time of the offer, that acceptance will remain valid notwithstanding that the original is not received until after that time.

7. **INTERPRETATION:** In this form references to the singular shall include the plural.

IF YOU ARE IN ANY DOUBT ABOUT THE PROCEDURE FOR ACCEPTANCE, PLEASE TELEPHONE COMPUTERSHARE REGISTRY SERVICES LIMITED ON 09 522-0022-488 8777 FOR DOMESTIC NEW ZEALAND CALLERS OR +64 9 522-0022-488 8777 FOR INTERNATIONAL CALLERS.

IF THIS FORM IS SIGNED UNDER POWER OF ATTORNEY, THE ATTORNEY(S) SIGNING
MUST SIGN THE FOLLOWING CERTIFICATE:

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I/We, _____
(Insert name of Attorney(s) signing)

of _____
(Address and Occupation)

HEREBY CERTIFY:

1. By a Power of Attorney dated _____ the Seller named _____
and described on the face of this form (the Seller) appointed me/us his/her/their attorney
on the terms and conditions set out in that Power of Attorney.
2. I/We have executed the form printed on the face of this document as attorney under that
Power of Attorney and pursuant to the powers thereby conferred upon me/us.
3. At the date hereof I/we have not received any notice of information of the revocation of
that Power of Attorney by the death (or winding up) of the Seller or otherwise.

Signed at _____ on _____ 2001

Signature(s) of Attorney(s)

Note: Your signature does not require witnessing.

Dated the day of 2001


Richard Reilly


Jock Irvine

AK012850.206

Attention : Mr. S. LAGBURN

PACIFIC RETAIL GROUP LIMITED

(the "Company")

Resolution of Independent Committee of Directors

BACKGROUND

A.

Logan Corporation Limited (the "offeror") has advised that it has just come to its attention that 200,000 issued by the Company to John Milford with an exercise price of \$1.73, were in fact issued on 13 March 2000, rather than 22 March 2000, when options with the same exercise price were issued to other employees.

B.

These options (and the bonus issue options which relate to them) have a different exercise price from the other three classes referred to in the offer document that was attached to the takeover notice from the offeror on 24 September 2001, and therefore themselves constitute a separate class which needs to be referred to separately in the final offer document to be issued by the offeror.

C.

This necessitates a minor change to the terms of the Takeovers Code the directors approve this amendment.

RESOLVED THAT the independent committee of directors approve the variation to the final offer document proposed by the offeror in its letter to the independent directors dated 12 October 2001 (and any consequential variations) arising from the issue of 200,000 options to John Milford on 13 March 2000 as opposed to 22 March 2000.