Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To:	Company Name/Scheme ABN/ACN/ARSN	DUET Group 120 456 573	DUE.AX

1. Details of substantial holder

Name	Macquarie Group Limited ('MQG'); and its controlled bodies corporate listed in Annexure A ('Macquarie Group Entities')
ABN/ACN/ARSN (if applicable)	122 169 279
There was a change in the interests of the substantial holder on:	13 June 2013
The previous notice was given to the company on:	22 March 2013
The previous notice was dated:	21 March 2013

2. Previous and present voting power
The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate had a relevant interest in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities	Previous notice		Present notice	
	Person's votes	Voting power	Person's votes	Voting power
'FPO'	135,155,528	11.56%	123176732	10.53%

3. Change in relevant interests
Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest has changed	Nature of change	Consideration given in relation to change	Number of securities affected	Class	Voting power
See Annexure B						

4. Present relevant interests
Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Nature of relevant interest	Number of securities	Class	Person's votes
MACQUARIE CAPITAL GROUP LIMITED	MACQUARIE CAPITAL GROUP LIMITED	MACQUARIE CAPITAL GROUP LIMITED	Pursuant to section 608 of the Corporations Act	31,311,395	FPO	31,311,395
MACQUARIE INVESTMENT MANAGEMENT LTD	Northern Trust Corporation (Singapore Branch)	Northern Trust Corporation (Singapore Branch)	Pursuant to section 608 of the Corporations Act	7,417,215	FPO	7,417,215
	BOND STREET CUSTODIANS LIMITED	BOND STREET CUSTODIANS LIMITED				4,099,425
	National Nominees Limited	National Nominees Limited	Pursuant to section 608 of the Corporations Act	1,330,080	FPO	1,330,080
	National Nominees Limited	National Nominees Limited	Pursuant to section 608 of the Corporations Act	874,094	FPO	874,094
	Citibank Melbourne	Citibank Melbourne	Pursuant to section 608 of the Corporations Act	869,419	FPO	869,419
	JP Morgan Securities Australia GTI	JP Morgan Securities Australia GTI	Pursuant to section 608 of the Corporations Act	287,877	FPO	287,877
MACQUARIE BANK LIMITED	HSBC Bank Australia Limited	HSBC Bank Australia Limited	Pursuant to section 608 of the Corporations Act	1,280,238	FPO	1,280,238
MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	MACQUARIE BANK LIMITED	MACQUARIE BANK LIMITED	Pursuant to section 608 of the Corporations Act	5,364,886	FPO	5,364,886
	Goldman Sachs International	Goldman Sachs International	Pursuant to section 608 of the Corporations Act	2,301,205	FPO	2,301,205
MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	Morgan Stanley	Morgan Stanley	Pursuant to section 608 of the Corporations Act	542,261	FPO	542,261
	HSBC Australia	HSBC Australia	Pursuant to section 608 of the Corporations Act	324,993	FPO	324,993
MACQUARIE LIFE	BOND STREET	BOND STREET CUSTODIANS LIMITED				105,825
MQ SPECIALIST INVESTMENT MANAGEMENT LIMITED	Goldman Sachs (Asia) LLC	Goldman Sachs (Asia) LLC	Pursuant to section 608 of the Corporations Act	84,657	FPO	84,657

5. Changes in association

The persons who have become associates of, ceased to be associates of, or have changed the nature of their association with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN (if applicable)	Nature of association
Macquarie Group Limited & Macquarie Group Entities	Controlled Bodies Corporate

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
MACQUARIE CAPITAL GROUP LIMITED	Level 23 101 Collins Street Melbourne Victoria Australia 3000
MACQUARIE INVESTMENT MANAGEMENT LTD	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia
MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Level 18, One International Finance Centre 1 Harbour View Street Central Hong Kong
MACQUARIE BANK LIMITED	Level 3 25 National Circuit Forrest Australian Capital Territory Australia 2603
MQ SPECIALIST INVESTMENT MANAGEMENT LIMITED	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia
MACQUARIE LIFE LIMITED	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia
MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia
Northern Trust Corporation (Singapore Branch)	1 George Street #12-06 Singapore 049145
BOND STREET CUSTODIANS LIMITED	C/- Company Secretarial Mezzanine Level No. 1 Martin Place Sydney New South Wales Australia
Goldman Sachs International	Peterborough Court, 133 Fleet Street, Long EC4A 2BB
National Nominees Limited	5th Floor, 271 Collins St., Melbourne VIC 3000
Citibank Melbourne	Mezzanine Level 1 Martin Place Sydney NSW 2000
JP Morgan Securities Australia GTI	Level 35, AAP Centre, Sydney NSW 2000
Morgan Stanley	Chifley Tower, 2 Chifley Square, Sydney NSW 2000
HSBC Bank Australia Limited	Level 31 HSBC Centre, 580 George St, Sydney NSW 2000
Goldman Sachs (Asia) LLC	68th Floor, Cheung Kong Centre, 2 Queens Road, Central, Hong Kong
HSBC Australia	Level 31 HSBC Centre, 580 George St, Sydney NSW 2000
AMP Life Limited	Level 24, 33 Alfred Street, Sydney NSW 2000
AMP Capital Investors Limited	Level 24, 33 Alfred Street, Sydney NSW 2000
AMP Capital Investors (NZ) Limited	Ground Floor, 113-119 The Terrace, Wellington
ipac Asset Management Limited	Level 24, 33 Alfred Street, Sydney NSW 2000
AMP Capital Holdings Limited	Level 24, 33 Alfred Street, Sydney NSW 2000

Signature

Print name Dennis Leong

Capacity Company Secretary

Sign here

Date 17 June 2013

ANNEXURE 'A'

This is the annexure marked 'A' of 19 pages referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
17 June 2013

Controlled Bodies Corporate

ACN / Company No	Entity Name	Incorp Country
unlisted	Taurus Enhanced Gold and Precious Metals Fund	Australia
4649834	1135-1139 WESTMINSTER INC.	United States
1486261	1486261 Ontario Limited	Canada
133419708	160 CENTRAL HOLDING COMPANY PTY LIMITED	Australia
2279716	2279716 Ontario Limited	Canada
124437574	ACCESS GP CO PTY LIMITED	Australia
124437421	ACCESS LP CO PTY LIMITED	Australia
153 275 677	ACN 153 275 677 Pty Ltd	Australia
5170061	Adreca Holdings Corp.	United States
1033353	AIRCRAFT ON GROUND, INC.	United States
75176813	AIRPORT MOTORWAY INFRASTRUCTURE NO.1 PTY LIMITED	Australia
75176859	AIRPORT MOTORWAY INFRASTRUCTURE NO.3 PTY LIMITED	Australia
75176993	AIRPORT MOTORWAY INFRASTRUCTURE NO.4 PTY LIMITED	Australia
81119477	ALLOCA (NO. 4) PTY. LIMITED	Australia
141 710 527	ALMOND HOLDCO PTY LIMITED (IN DEREGISTRATION)	Australia
3936270	Alster & Thames Partners (USA) LLC	United States
WK-145138	Alster & Thames Partners, Ltd.	Cayman Islands
8300092	Amador / Parkway Loan Holder LLC	United States
08.266.585/0001-04	AMAZON PARTICIPACOES DO BRASIL S.A.	Brazil
800004897	AOG EUROPE, LTD.	United States
800037055	AOG TANK TIGERS, INC.	United States
112 951 292	ARES CAPITAL MANAGEMENT INTERNATIONAL PTY LTD	Australia
	ARES CAPITAL MANAGEMENT INTERNATIONAL TRUST	Australia
113 861 046	ARES CAPITAL MANAGEMENT PTY LTD	Australia
	ARES CAPITAL MANAGEMENT TRUST	Australia
128 115 266	ARES INTERNATIONAL RESEARCH PTY LTD	Australia
128 115 248	ARES RESEARCH PTY LTD	Australia
124437609	ASIAN PACIFIC PROPERTY 2007 PTY LIMITED	Australia
136 524 975	AUSTRALIAN SOLAR POWER CONSORTIUM PTY LTD	Australia
3336426	AVENAL POWER CENTER, LLC	United States
600 235 951	AVIATION TECHNICAL SERVICES INC.	United States
3595090	AWHR America's Water Heater Rentals, L.L.C.	United States
4029153	AWHR Five, LLC	United States
4029149	AWHR Four, LLC	United States
4029145	AWHR One, LLC	United States
4029154	AWHR Six, LLC	United States
4029148	AWHR Three, LLC	United States
4029147	AWHR Two, LLC	United States
304030	A.C.N. 000 304 030 PTY LIMITED (IN LIQUIDATION)	Australia
67299923	A.C.N. 067 299 923 PTY LTD	Australia
127162485	A.C.N. 127 162 485 PTY LTD (IN LIQUIDATION)	Australia
127294946	A.C.N. 127 294 946 PTY LTD (IN LIQUIDATION)	Australia
127329337	A.C.N. 127 329 337 PTY LIMITED	Australia
136 024 970	A.C.N. 136 024 970 PTY LTD	Australia
154 402 927	A.C.N. 154 402 927 Pty Ltd	Australia
59814818	BAROSSA GE PTY LIMITED	Australia
HRB 177683	BE Geothermal GmbH	Germany
158 626 549	BECAG PTY LIMITED	Australia
8604966	BELIKE NOMINEES PTY. LIMITED	Australia
HRB 187113	Bernried Erdwärme Kraftwerk GmbH	Germany
128681809	BESPOKE CUSTODIANS PTY LIMITED (IN LIQUIDATION)	Australia
4522327	BIG SANDY CREEK WIND, LLC	United States
200921079K	BIOCARBON GROUP PTE. LIMITED (Former Non-Bank Group)	Singapore
131 532 735	BIOCARBON SERVICES PTY LIMITED	Australia
131 532 735	BIOCARBON SERVICES PTY LIMITED (Former Non-Bank Group)	Australia
	Blue Grass Abstract LLC	United States
	Blueshine, LLC	United States
5182626	Boketo LLC	United States
8607065	BOND STREET CUSTODIANS LIMITED	Australia
8606924	BOND STREET INVESTMENTS PTY. LIMITED	Australia
71247606	BOND STREET LEASE MANAGEMENT PTY LIMITED (IN	Australia
	BOOTH STAFF LOANS TRUST	Australia

4680004	BOSTON AUSTRALIA PTY LIMITED	Australia
5008702	BOSTON LEASING PTY. LIMITED	Australia
C0593320	BREK MANUFACTURING CO.	United States
1218745	BROOK ASSET MANAGEMENT LIMITED	New Zealand
1855508	BROOK ASSET MANAGEMENT PTY LIMITED	New Zealand
B64188642	Bruna Moon S.L.	Spain
	BUCKLING STAFF LOANS TRUST	Australia
88217	Bunhill Investments Unlimited	Jersey
2865830	BUTTONWOOD NOMINEES PTY LIMITED	Australia
79173381	CAMPUS INTERNATIONAL HOLDINGS PTY. LTD	Australia
	CAMPUS INTERNATIONAL HOLDINGS UNIT TRUST	Australia
4644364	CANADIAN BREAKS LLC	United States
Not Registered	CANTERBURY COURT HOLDINGS TRUST	Australia
4800336	Capital Meters Holdings Limited	United Kingdom
4800317	Capital Meters Limited	United Kingdom
B86295391	Captico Investments, S.L.	Spain
113484165	CENTAURUS INVESTOR PTY LIMITED	Australia
B 142637	Chartreuse et Mont Blanc Global Holdings S.C.A.	Luxembourg
B 142634	Chartreuse et Mont Blanc GP S.a r.l.	Luxembourg
B 142635	Chartreuse et Mont Blanc Holdings S.a r.l.	Luxembourg
508 758 745 RCS Paris	Chartreuse et Mont Blanc SAS	France
46527C1/GBL	CHINA PROPERTY INVESTMENTS LIMITED	Mauritius
WK-133807	Chiswell Investments Limited	Cayman Islands
2228708	CIORL LP Limited	Canada
	Closing Documentation Services, LLC	United States
	CMC Holdco Inc.	United States
	CMC Industries Inc.	United States
	CMC Railroad III-A, Inc.	United States
	CMC Railroad III-B, Inc.	United States
	CMC Railroad III-C, Inc.	United States
	CMC Railroad III-D, Inc.	United States
	CMC Railroad III, Inc.	United States
	CMC Railroad Inc.	United States
3709185	Columbia Service Partners of Kentucky, Inc.	United States
3709185	Columbia Service Partners of Ohio, Inc.	United States
3709187	Columbia Service Partners of Pennsylvania, Inc.	United States
3709182	Columbia Service Partners of West Virginia, Inc.	United States
2603344	Columbia Service Partners, Inc.	United States
	Commerce and Industry Brokerage Inc.	United States
79775134	CONCEPT BLUE PROPERTY PTY LTD	Australia
104379491	CORIOLIS HOLDINGS PTY LIMITED - IN LIQUIDATION	Australia
3241012	Corona Energy Limited	United Kingdom
3241002	Corona Energy Retail 1 Limited	United Kingdom
SC138229	Corona Energy Retail 2 Limited	United Kingdom
2746961	Corona Energy Retail 3 Limited	United Kingdom
2798334	Corona Energy Retail 4 Limited	United Kingdom
2879748	Corona Gas Management Limited	United Kingdom
	COWLEY MAP STAFF LOANS TRUST	Australia
64075C1/GBL	DALIAN II HOLDING COMPANY LIMITED	Mauritius
147 091 227	DATAFIRM PTY LIMITED	Australia
	Delaware Alternative Strategies	United States
	Delaware Asset Advisers	United States
	Delaware Capital Management	United States
	Delaware Capital Management Advisers, Inc.	United States
	Delaware Distributors, Inc.	United States
	Delaware Distributors, L.P.	United States
	Delaware Foundation Equity Fund	United States
	Delaware Global Opportunities Partners, Inc.	United States
	Delaware Investment Advisers	United States
	Delaware Investments U.S., Inc.	United States
	Delaware Lincoln Cash Management	United States
	Delaware Management Business Trust	United States
	Delaware Management Company	United States
	Delaware Management Company, Inc.	United States
no	Delaware Management Holdings, Inc.	United States
	Delaware Management Trust Company	United States
	Delaware Service Company, Inc.	United States
	Delaware Structured Assets Parnters, Inc.	United States
	DELTA1 FINANCE TRUST	Australia
5843681	Despen Bayle Limited	United Kingdom
8606871	DEXIN NOMINEES PTY. LIMITED	Australia
B86081437	Dextertown SL	Spain
101 190 569	DIVCO 116 PTY LIMITED	Australia
101 190 649	DIVCO 126 PTY LIMITED	Australia
097 289 999	DIVCO 84 PTY LIMITED	Australia
097 290 821	DIVCO 96 PTY LIMITED	Australia

109819418	DIVERSIFIED CMBS AUSTRALIA HOLDINGS PTY LIMITED (IN DEREGISTRATION)	Australia
110311	Divisadero Leasing Ltd.	Cayman Islands
	DMH Corp.	United States
128078615	EAST VICTORIA PARK JOINT VENTURE PTY LIMITED - IN LIQUIDATION	Australia
94631964	EASTERN SEA INVESTMENTS PTY LIMITED	Australia
	Elements Trust	Australia
69344001	ELISE NOMINEES PTY LIMITED	Australia
6435810	EQUITAS NOMINEES PTY. LIMITED	Australia
4605170	ERC Holdco LLC	United States
116532542	ESCALATOR 2005-2 (COMMODITIES INDEX) PTY LIMITED (IN DEREGISTRATION)	Australia
116532533	ESCALATOR 2005-2 (EQUITIES INDEX) PTY LIMITED (IN	Australia
114174211	ESCALATOR 2005 (COMMODITIES INDEX) PTY LIMITED (IN DEREGISTRATION)	Australia
114174220	ESCALATOR 2005 (EQUITIES INDEX) PTY LIMITED (IN DEREGISTRATION)	Australia
120435841	ESCALATOR 2006 (AUSTRALIAN PROPERTY) PTY LIMITED (IN DEREGISTRATION)	Australia
111360528	ESCALATOR AUSTRALIAN INVESTMENT COMPANY PTY LIMITED	Australia
111494574	ESCALATOR GP CO PTY LIMITED	Australia
111494663	ESCALATOR INCOME NOTE CO PTY LIMITED	Australia
111494467	ESCALATOR LP CO PTY LIMITED	Australia
79878783	EURO FIN CO PTY LTD	Australia
4721352	FAS 1 LLC	United States
9636131	FELTER PTY LIMITED - IN LIQUIDATION	Australia
137357	FINCH SECURITIES LIMITED	Cayman Islands
779889	FIRST CHINA PROPERTY GROUP LIMITED	Hong Kong
779887	FIRST CHINA PROPERTY MANAGEMENT LIMITED	Hong Kong
8604466	FOUCAULT PTY LIMITED - IN LIQUIDATION	Australia
3432790	Four Corners Capital Management, LLC	United States
	Fox-Pitt Kelton Cochran Caronia Waller LLC	United States
	Fox-Pitt Kelton Cochran Caronia Waller (USA) LLC	United States
2897779	Fox-Pitt, Kelton Group Limited	United Kingdom
1601171	Fox-Pitt, Kelton Limited	United Kingdom
32157	Fox-Pitt, Kelton N.V.	Curaçao
692337	FOX-PITT, KELTON (ASIA) LIMITED	Hong Kong
99228	FPK Capital I CIP GP Limited	Jersey
989	FPK Capital I CIP L.P.	Jersey
4222775	Fremantle Energy Holdings, LLC	United States
4222772	Fremantle Energy, LLC	United States
3930054	Fremantle Wind Holdings Inc.	United States
106204862	FUNDCORP PTY LIMITED	Australia
8542685	GALANTHUS AUSTRALIA PTY LIMITED - IN LIQUIDATION	Australia
1581031	GALANTHUS LEASING PTY LIMITED	Australia
B86230539	Ganeta Investments SL	Spain
68104558	GARACHINE PTY LIMITED (In LIquidation)	Australia
	Garrison Energy Center LLC	United States
54001400	GATESUN PTY. LIMITED	Australia
109964	Geary Leasing Limited	Cayman Islands
1332891	GENERATOR BONDS LIMITED	New Zealand
108026437	GENERATOR CHARITIES AUSTRALIA PTY LIMITED	Australia
103116954	GENERATOR INVESTMENTS AUSTRALIA PTY LIMITED	Australia
9642942	GILLMAN PTY. LIMITED	Australia
105819181	GLOBAL DEBT INVESTMENTS NO.4 PTY LIMITED (IN LIQUIDATION)	Australia
MC143292	GLOBAL STAR GP LTD	Cayman Islands
8604484	GLORIOLE PTY LIMITED - IN LIQUIDATION	Australia
N/A	Goldman Sachs Commodity Alpha Beta Portfolio class C	Luxembourg
5481707	Goonzaran Bluebell Funding Limited	United Kingdom
5473771	Goonzaran Bluebell Leasing Limited	United Kingdom
4521455	Groupe Rossignol Canada Inc.	Canada
0100-01-086076	GROUPE ROSSIGNOL KK	Japan
148 217 029	HARRIS DAIRIES LIMITED	Australia
148 217 029	HARRIS DAIRIES LIMITED (Former Bank Group)	Australia
3416168	Harrison Leasing Corporation	United States
415492	HBEAR CO. NO.1 LIMITED	Ireland
125438600	HENDERSON WA PTY LIMITED	Australia
not registered	HENDERSON WA TRUST	Australia
	Hermes BPK Greater China Fund (a sub-fund of Hermes BPK Funds PLC)	Ireland
4317904	High Lonesome Wind, LLC	United States
758010	HILLSAM NOMINEES PTY. LIMITED (IN LIQUIDATION)	Australia
	HOBSON STAFF LOANS TRUST	Australia
104173891	HUB X PTY LIMITED	Australia
2563271	Huntsmen Corporation	United States
97666	Hydra Investments 2007 Limited	Jersey
2757020	IDAMENEO (NO. 79) NOMINEES PTY. LIMITED	Australia
9642979	INDEMCO PTY LIMITED (IN DEREGISTRATION)	Australia

	Indiana TLP, LLC	United States
HRA43929	Industrial Investments Germany GmbH & Co. KG	Germany
65764	INFRASTRUCTURE INVESTMENT NO. 2 LTD.	Cayman Islands
73710942	INFRASTRUCTURE INVESTMENTS NO 1 PTY LIMITED	Australia
	International Ag Insurance Solutions LLC	United States
	IRVING STAFF LOANS TRUST	Australia
CR-113608	Jackson Leasing Limited	Cayman Islands
72362	Jet Leasing LDC	Cayman Islands
0100-02-036303	JIG HOLDINGS LIMITED	Japan
	JOHNSON MAP STAFF LOANS TRUST	Australia
9641114	JUBILEE PTY. LIMITED	Australia
464138	Juuichi Limited	Ireland
254939	Kandahar Sp. z o.o. (in liquidation)	Poland
CR-113609	Kearny Leasing Limited	Cayman Islands
4721412	Keba Energy LLC	United States
4310212	Knik Arm Crossing, LLC	United States
140 135 379	LAKE GEORGE WIND FARM DEVELOPMENTS PTY LTD	Australia
3250833	LANROD PTY LIMITED - IN LIQUIDATION	Australia
491404	Leannta PPP Investments Limited (in voluntary liquidation)	Ireland
130271108	LEARNSPACE VIC HOLDINGS PTY LIMITED (IN LIQUIDATION)	Australia
130271180	LEARNSPACE VIC PTY LIMITED (IN LIQUIDATION)	Australia
8272295	Levantera Developments Limited	United Kingdom
4708904	LG BIOMASS MISSOURI LLC	United States
8604920	LIANA PTY. LIMITED	Australia
	Liberty Green Renewables Indiana, LLC	United States
	Lien Data Services, LLC	United States
HRB80214	Lightning Bolt Germany GmbH	Germany
CH -217-3534284-8	LISA Lange International Sarl	Switzerland
131532664	LIVING EDUCATION HOLDINGS PTY LTD	Australia
131532637	LIVING EDUCATION PTY LTD	Australia
397 727 397 RCS NEVERS	Look Fixations S.A.S.	France
118029664	M & I DEBT INVESTMENTS PTY LIMITED (IN DEREGISTRATION)	Australia
118029342	M & I INVESTMENTS HOLDINGS PTY LIMITED (IN DEREGISTRATION)	Australia
	MAC FUND ONE TRUST	Australia
4717557	MACQUARIE 55 NINTH ST INC.	United States
30416	MACQUARIE ABSOLUTE RETURN STRATEGIES GLOBAL LIMITED	Bermuda
8594885	MACQUARIE ACCEPTANCES LIMITED	Australia
95180788	MACQUARIE ADMIN SERVICES PTY LIMITED	Australia
95180788	MACQUARIE ADMIN SERVICES PTY LIMITED (Former Bank Group)	Australia
131476910	MACQUARIE ADVANCED INVESTMENT MANAGEMENT LIMITED	Australia
WK-211745	Macquarie Advanced Investment Partners G.P. Ltd.	Cayman Islands
486592	Macquarie Aerospace AF (Ireland) Limited	Ireland
40096.0 (Decree No. 10356/AVV)	MACQUARIE AEROSPACE ARUBA A.V.V.	Aruba
	Macquarie Aerospace Inc.	United States
484423	Macquarie Aerospace Ireland Limited	Ireland
44138	MACQUARIE AEROSPACE LIMITED	Bermuda
4508116	Macquarie Affiliated Managers Holdings (USA) Inc.	United States
	Macquarie Affiliated Managers (USA) Inc.	United States
2000/001243/07	MACQUARIE AFRICA (PROPRIETARY) LIMITED	South Africa
122169368	MACQUARIE AGRICULTURAL FUNDS MANAGEMENT LTD	Australia
122169368	MACQUARIE AGRICULTURAL FUNDS MANAGEMENT LTD (Former Bank Group)	Australia
116381634	MACQUARIE AGRICULTURAL SERVICES PTY LIMITED	Australia
B121660	Macquarie Aircraft Leasing Finance SA	Luxembourg
139 633 015	MACQUARIE AIRCRAFT LEASING HOLDINGS PTY LIMITED	Australia
429567	Macquarie Aircraft Leasing Holdings (2) Limited	Ireland
426824	Macquarie Aircraft Leasing Limited	Ireland
139 654 407	MACQUARIE AIRCRAFT LEASING PTY LIMITED	Australia
130 643 319	MACQUARIE AIRCRAFT LEASING SERVICES (AUSTRALIA) PTY LTD	Australia
429566	Macquarie Aircraft Leasing Services (Ireland) Limited	Ireland
200917376C	Macquarie Aircraft Leasing Services (Singapore) Pte. Ltd.	Singapore
5988531	Macquarie Aircraft Leasing Services (UK) Limited	United Kingdom
4247748	Macquarie Aircraft Leasing Services (US), Inc.	United States
	MACQUARIE AIRCRAFT LEASING TRUST A	Australia
41370	Macquarie AirFinance Acquisitions Holdings Ltd.	Bermuda
41289	Macquarie AirFinance Acquisitions Limited	Bermuda
464499	Macquarie AirFinance Acquisitions (Ireland) Limited	Ireland
6767724	Macquarie AirFinance Acquisitions (UK) Limited	United Kingdom
41212	Macquarie AirFinance Aruba A.V.V.	Aruba
435319	Macquarie AirFinance Holdings Limited	Ireland
40863	Macquarie AirFinance International Group Limited	Bermuda
40569	Macquarie AirFinance International Limited	Bermuda
38946	MACQUARIE AIRFINANCE LTD	Bermuda
38946	Macquarie AirFinance Ltd.	Bermuda
40673	Macquarie AirFinance Warehouse (No. 1) Limited	Bermuda

3461469	Macquarie Allegiance Capital, LLC	United States
103237181	MACQUARIE ALTERNATIVE ASSETS MANAGEMENT LIMITED	Australia
142 495 958	MACQUARIE ALTERNATIVE PROPERTY HOLDINGS PTY LIMITED	Australia
3379259	MACQUARIE AMERICAS CORP	United States
124071414	MACQUARIE AMERICAS HOLDINGS PTY LTD	Australia
4717558	MACQUARIE ARGENTA INC.	United States
128071545	MACQUARIE ASCARI HOLDINGS PTY LIMITED - IN LIQUIDATION	Australia
71501963	MACQUARIE ASIA HOLDINGS PTY LIMITED	Australia
619928	MACQUARIE ASIA LIMITED	Hong Kong
	Macquarie Asia New Stars Fund	Luxembourg
MC-25427	Macquarie Asia Pacific Private Equity Offshore Fund, L.P.	Cayman Islands
105453638	MACQUARIE ASIA REAL ESTATE MANAGEMENT PTY LIMITED (IN DEREGISTRATION)	Australia
1049991	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED	Virgin Islands, British
T07FC7008F	MACQUARIE ASIA STRUCTURED TRANSACTIONS LIMITED (SINGAPORE BRANCH)	Singapore
	Macquarie Asian Leaders Segregated Portfolio	Cayman Islands
L0000124F	MACQUARIE ASIAN PACIFIC PROPERTY 2007 LP	Australia
8253772	Macquarie Asset Finance Holdings Limited	United Kingdom
0100-01-107687	MACQUARIE ASSET FINANCE JAPAN LIMITED	Japan
64219601	MACQUARIE ASSET FINANCE LIMITED	Australia
57952C1/GBL	MACQUARIE ASSET FINANCE MAURITIUS LTD	Mauritius
7815862	Macquarie Asset Leasing (UK) Limited	United Kingdom
4578015	MACQUARIE ASSET MANAGEMENT INC.	United States
1263583	MACQUARIE ASSET MANAGEMENT PTY LIMITED	Australia
77193956	MACQUARIE AUSTRALIA FINANCE PTY LIMITED (IN DEREGISTRATION)	Australia
6055796	MACQUARIE AUSTRALIA INTERNATIONAL PTY LIMITED	Australia
736210	MACQUARIE AUSTRALIA PTY LIMITED	Australia
74453286	MACQUARIE AUSTRALIA SECURITIES LIMITED	Australia
8660811	MACQUARIE AUSTRALIA TECHNOLOGY PTY LIMITED - IN LIQUIDATION	Australia
not registered	MACQUARIE AUSTRALIAN DAIRY FUND	Australia
096 257 224	MACQUARIE AUSTRALIAN PURE INDEXED EQUITIES FUND	Australia
4687739	MACQUARIE AUTOPARK INC.	United States
121836191	MACQUARIE AVENIR NO. 1 PTY LIMITED	Australia
121836235	MACQUARIE AVENIR NO. 2 PTY LIMITED	Australia
368579	MACQUARIE AVIATION CAPITAL FINANCE LIMITED	Ireland
368589	MACQUARIE AVIATION CAPITAL GROUP	Ireland
8607047	MACQUARIE AVIATION NO 1 CO PTY LIMITED	Australia
75176733	MACQUARIE AVIATION (NO. 1) PTY LIMITED (IN DEREGISTRATION)	Australia
6309906	Macquarie Bank International Limited	United Kingdom
HRB 189708	Macquarie Bank International Limited, Niederlassung Deutschland	Germany
FN 331748 s	Macquarie Bank International Limited, Vienna Branch	Austria
8583542	MACQUARIE BANK LIMITED	Australia
T11FC0018C	MACQUARIE BANK LIMITED SINGAPORE BRANCH	Singapore
1045	Macquarie Bank Limited (DIFC Recognised Company)	United Arab Emirates
F18649	MACQUARIE BANK LIMITED (HONG KONG BRANCH)	Hong Kong
FC018220	Macquarie Bank Limited (London Branch)	United Kingdom
104-84-07697	MACQUARIE BANK LIMITED (SEOUL BRANCH)	Korea, Republic of
FC018220	Macquarie Bank Limited (US Representative Office)	United States
1531997	MACQUARIE BANK SUPERANNUATION PTY. LIMITED	Australia
5939070	Macquarie Barnett LLC	United States
	Macquarie Basin Leasing LLC	United States
109280819	MACQUARIE BATHURST STREET PTY LIMITED (IN LIQUIDATION)	Australia
R.P.M. 892390892	Macquarie Belgium TCG SPRL	Belgium
42536	Macquarie Bermuda Investments Limited	Bermuda
HRB 232767	Macquarie Beteiligungstreuhand GmbH	Germany
HRB 86921	Macquarie Beteiligungsverwaltungs GmbH (in liquidation)	Germany
657826-8	Macquarie BFS Holdings Ltd.	Canada
4708902	MACQUARIE BIOMASS LLC	United States
CNPJ03.516.449/0001	MACQUARIE BRASIL PARTICIPACOES LTDA	Brazil
124071432	MACQUARIE B.H. PTY LTD	Australia
69344289	MACQUARIE CAF USD LEASING CO NO 1 PTY LIMITED	Australia
69344387	MACQUARIE CAF USD SECURITY CO NO 1 PTY LIMITED	Australia
798792-7	Macquarie Canada Inventory Holdings Limited	Canada
683412-4	Macquarie Canada Services Ltd.	Canada
1846259	Macquarie Canadian Holdings Operations Ltd.	Canada
793548-0	Macquarie Canadian Infrastructure Management Limited	Canada
6489800	Macquarie Canadian Investment Holdings Ltd.	Canada
B112.601	MACQUARIE CANADIAN LUXEMBOURG S.A.R.L.	Luxembourg
2149053	Macquarie Capital Acquisitions (Canada) Ltd.	Canada
716740-7	Macquarie Capital Acquisitions (Canada) No.2 Ltd	Canada
130 342 915	MACQUARIE CAPITAL ADVISERS CRE PTY LTD	Australia
105777704	MACQUARIE CAPITAL ALLIANCE MANAGEMENT PTY LIMITED	Australia
137760822	MACQUARIE CAPITAL ARGENTINA PTY LTD	Australia
1818250	Macquarie Capital Argentina Pty Ltd (Sucursal Argentina)	Argentina
132 864 950	MACQUARIE CAPITAL CIS HOLDINGS PTY LTD	Australia

22407	Macquarie Capital CIS Holdings Pty Ltd (Russia Branch)	Russian Federation
133 664 632	MACQUARIE CAPITAL FINANCE HOLDINGS (AUSTRALIA) PTY LIMITED	Australia
127829458	MACQUARIE CAPITAL FINANCE (AUSTRALIA) PTY LTD	Australia
736	Macquarie Capital Finance (Dubai) Limited	United Arab Emirates
	Macquarie Capital Funding LLC	United States
LP561	MACQUARIE CAPITAL FUNDING L.P.	Jersey
88464	Macquarie Capital Funding (GP) Limited	Jersey
110605724	MACQUARIE CAPITAL FUNDING (LP) PTY LIMITED	Australia
1210279	MACQUARIE CAPITAL FUNDS (ASIA) LIMITED	Hong Kong
96705109	MACQUARIE CAPITAL GROUP LIMITED	Australia
FC027878	MACQUARIE CAPITAL GROUP LIMITED (UK BRANCH)	United Kingdom
2149050	Macquarie Capital Holdings (Canada) Ltd.	Canada
687	Macquarie Capital Holdings (Dubai) Limited	United Arab Emirates
123199253	MACQUARIE CAPITAL INTERNATIONAL HOLDINGS PTY LIMITED	Australia
4607360	MACQUARIE CAPITAL INVESTMENT MANAGEMENT INC.	United States
3752829	Macquarie Capital Investment Management LLC	United States
86159060	MACQUARIE CAPITAL INVESTMENT MANAGEMENT (AUSTRALIA) LIMITED	Australia
77595012	MACQUARIE CAPITAL LOANS MANAGEMENT LIMITED	Australia
565608	Macquarie Capital Markets Canada Ltd./Marchés Financiers Macquarie Canada Ltée.	Canada
1079073	Macquarie Capital Markets North America Ltd./Marchés Financiers Macquarie Amérique Du Nord Ltée.	Canada
803092-8	Macquarie Capital Principal Holdings Canada Ltd	Canada
128212868	MACQUARIE CAPITAL PRODUCTS LIMITED	Australia
WK-203889	Macquarie Capital Products (CI) Limited	Cayman Islands
2104407	MACQUARIE CAPITAL PRODUCTS (NZ) LIMITED	New Zealand
135973	Macquarie Capital Securities Limited	Hong Kong
110-84-02227	MACQUARIE CAPITAL SECURITIES LIMITED (SEOUL BRANCH)	Korea, Republic of
89407381	MACQUARIE CAPITAL SECURITIES LIMITED (TAIWAN BRANCH)	Taiwan
11-89592	MACQUARIE CAPITAL SECURITIES (INDIA) PRIVATE LIMITED	India
MC-134609	MACQUARIE CAPITAL SECURITIES (JAPAN) LIMITED	Cayman Islands
0100-03-012063	MACQUARIE CAPITAL SECURITIES (JAPAN) LIMITED (TOKYO BRANCH)	Japan
463469-W	MACQUARIE CAPITAL SECURITIES (MALAYSIA) SDN. BHD.	Malaysia
15184/2070C1/GBL	MACQUARIE CAPITAL SECURITIES (MAURITIUS) LIMITED	Mauritius
180496	Macquarie Capital Securities (Philippines) Inc.	Philippines
198702912C	MACQUARIE CAPITAL SECURITIES (SINGAPORE) PTE. LIMITED	Singapore
4733273	Macquarie Capital US Acquisitions LLC	United States
133 001 359	MACQUARIE CAPITAL WIND MANAGEMENT PTY LTD	Australia
123199548	MACQUARIE CAPITAL (AUSTRALIA) LIMITED	Australia
740	Macquarie Capital (Dubai) Limited	United Arab Emirates
3704031	Macquarie Capital (Europe) Limited	United Kingdom
516404-9909	Macquarie Capital (Europe) Limited UK Filial, Sweden	Sweden
34297902	Macquarie Capital (Europe) Limited, Amsterdam Branch	Netherlands
905963	Macquarie Capital (Europe) Limited, Dublin Branch	Ireland
HRB 82506	Macquarie Capital (Europe) Limited, Niederlassung Deutschland	Germany
478 586 167	Macquarie Capital (Europe) Limited, Paris Branch	France
611405	MACQUARIE CAPITAL (HONG KONG) LIMITED	Hong Kong
11-90696	Macquarie Capital (India) Private Limited	India
104-81-64533	MACQUARIE CAPITAL (KOREA) LIMITED	Korea, Republic of
MCM081013SY0	MACQUARIE CAPITAL (MEXICO), S.A. de C.V.	Mexico
1952567	MACQUARIE CAPITAL (NEW ZEALAND) LIMITED	New Zealand
199704430K	MACQUARIE CAPITAL (SINGAPORE) PTE. LIMITED	Singapore
6388283	Macquarie Capital (UK) Limited	United Kingdom
2382080	MACQUARIE CAPITAL (USA) INC	United States
4684152	MACQUARIE CAPITOLA VILLAS INC.	United States
169009	MACQUARIE CAYMAN HOLDINGS 2 CO.	Cayman Islands
168347	MACQUARIE CAYMAN HOLDINGS CO	Cayman Islands
42381	MACQUARIE CHINA RETAIL COMPANY 1 LIMITED (Former Bank Group)	Bermuda
1-65845	Macquarie Climate Change Investments PNG Limited (In Liquidation) (Former Non-Bank Group)	Papua New Guinea
97868687	MACQUARIE CLO INVESTMENTS NO.1 PTY LIMITED (IN	Australia
65178618	MACQUARIE CLO INVESTMENTS NO.2 PTY LIMITED (IN	Australia
15.246.175/0001-50	Macquarie Commodities Brasil Ltda.	Brazil
6863247	Macquarie Commodities Factoring Holdings (UK) Limited	United Kingdom
4662005	MACQUARIE COMMODITIES FACTORING LLC	United States
5259503	Macquarie Commodities Finance (UK) Limited	United Kingdom
35304	MACQUARIE COMMODITIES FUND LIMITED	Bermuda
4668206	MACQUARIE COMMODITIES FUNDING (USA) LLC	United States
4071304	MACQUARIE COMMODITIES HOLDINGS (USA) LLC	United States
4100974	MACQUARIE COMMODITIES TRADING INC.	United States
201016397N	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
SP.688/AsingP3A PDN.2/9/2010	MACQUARIE COMMODITIES (SINGAPORE) PTE. LIMITED, Indonesia Rep. Office	Indonesia
5259474	Macquarie Commodities (UK) Limited	United Kingdom
4383511	MACQUARIE COMMODITIES (USA) INC	United States
111117465	MACQUARIE COMMUNITY PARTNERSHIPS PTY LIMITED	Australia

96629471	MACQUARIE CONCEPT BLUE PTY LTD	Australia
12-377-980/0001-25	Macquarie Consultoria Agricola E Representacoes Ltda.	Brazil
12-377-980/0001-25	Macquarie Consultoria Agricola E Representacoes Ltda. (Former Bank Group)	Brazil
4752472	Macquarie Corona Energy Holdings Limited	United Kingdom
4624506	MACQUARIE CORPORATE AND ASSET FINANCE CONSULTING INC.	United States
4618137	MACQUARIE CORPORATE AND ASSET FINANCE HOLDINGS INC.	United States
6198910	MACQUARIE CORPORATE AND ASSET FINANCE LIMITED	Australia
368580	Macquarie Corporate and Asset Finance (Ireland) Limited	Ireland
4624264	MACQUARIE CORPORATE AND ASSET FUNDING INC.	United States
8606862	MACQUARIE CORPORATE FINANCE HOLDINGS PTY LTD	Australia
8595426	MACQUARIE CORPORATE FINANCE LIMITED	Australia
HRB52973	MACQUARIE CORPORATE FINANCE LIMITED NIEDERLASSUNG DEUTSCHLAND	Germany
3835213	MACQUARIE COTTON INTERNATIONAL INC	United States
4552354	Macquarie CPS LLC	United States
129962358	Macquarie CPS Trust	Australia
5108711	Macquarie Credit Investment Management Inc.	United States
MC-266242	MACQUARIE CREDIT NEXUS FUND LIMITED	Cayman Islands
MC-267012	Macquarie Credit Nexus Holdings Limited	Cayman Islands
MC-266243	MACQUARIE CREDIT NEXUS MASTER FUND LIMITED	Cayman Islands
4774619	Macquarie Crop Partners GP, LLC	United States
4774619	Macquarie Crop Partners GP, LLC (Former Bank Group)	United States
8295013	Macquarie DD1 (USA) Inc.	United States
75067631	MACQUARIE DEBF PTY LIMITED	Australia
132821580	MACQUARIE DELTA1 FINANCE SERVICES PTY LIMITED	Australia
29318190	Macquarie Denmark Limited A/S	Denmark
102607616	MACQUARIE DEVELOPMENT CAPITAL II PTY LIMITED	Australia
134474712	MACQUARIE DEVELOPMENT CAPITAL MANAGEMENT PTY LIMITED	Australia
82018399	MACQUARIE DEVELOPMENT CAPITAL PTY LIMITED	Australia
126768714	MACQUARIE DEVELOPMENT CAPITAL (AUS) PTY LIMITED	Australia
91936515	MACQUARIE DEVELOPMENT DIRECTION PTY LIMITED	Australia
115402349	MACQUARIE DIGITAL PTY LIMITED	Australia
8607083	MACQUARIE DIRECT INVESTMENT PTY LIMITED	Australia
20.3.0.31.542-6	Macquarie Distribution Finance Ltd.	Switzerland
85795651	MACQUARIE DISTRIBUTION PTY LIMITED	Australia
114099795	MACQUARIE DIVERSIFIED ASSET ADVISORY PTY LIMITED	Australia
98127578	MACQUARIE DIVERSIFIED INVESTMENTS NO 2 PTY LTD (IN	Australia
98127569	MACQUARIE DIVERSIFIED INVESTMENTS NO 3 PTY LTD (IN	Australia
106197488	MACQUARIE DYNAMIC MANAGEMENT PTY LIMITED	Australia
4257710	MACQUARIE DYNAMIC MANAGEMENT (USA) INC	United States
363806	MACQUARIE ELECTRONICS LIMITED	Ireland
363803	MACQUARIE ELECTRONICS REMARKETING LIMITED	Ireland
Delaware #3567972	MACQUARIE ELECTRONICS USA INC	United States
200408424K	MACQUARIE EMERGING MARKETS ARBITRAGE TRADING PTE. LIMITED (wef 20/05/2009) (Former Non-Bank Group)	Singapore
200408424K	MACQUARIE EMERGING MARKETS ASIAN TRADING PTE. LIMITED	Singapore
F18440	MACQUARIE EMERGING MARKETS ASIAN TRADING PTE. LIMITED (Non-Hong Kong Company)	Hong Kong
143365673	Macquarie Emerging Markets Investments Pty Ltd	Australia
127185719	MACQUARIE EMG HOLDINGS PTY LIMITED	Australia
4708900	MACQUARIE ENERGY ASSETS LLC	United States
6643795	Macquarie Energy Canada Ltd.	Canada
664374-4	Macquarie Energy Holdings Canada Ltd.	Canada
122300592	MACQUARIE ENERGY HOLDINGS PTY LTD	Australia
4554443	Macquarie Energy Investments LLC	United States
2468860	Macquarie Energy LLC	United States
4023666	MACQUARIE ENERGY NORTH AMERICA TRADING INC.	United States
ARSN 085 130 794	Macquarie Enhanced Australian Fixed Interest Fund	Australia
087 433 912	MACQUARIE ENHANCED PROPERTIES SECURITIES FUND	Australia
4457323	Macquarie Equipment Finance Holdings Inc.	United States
262381	MACQUARIE EQUIPMENT FINANCE LIMITED	New Zealand
421234	Macquarie Equipment Finance Limited	Ireland
421234	Macquarie Equipment Finance Limited	Ireland
605377-7	Macquarie Equipment Finance Ltd./Macquarie Financement d'Équipement Ltée.	Canada
124335593	MACQUARIE EQUIPMENT FINANCE PTY LIMITED	Australia
475730	Macquarie Equipment Finance Services Limited	Ireland
8253764	Macquarie Equipment Finance (UK) Limited	United Kingdom
4463641	Macquarie Equipment Finance, Inc.	United States
468487	Macquarie Equipment Funding Limited	Ireland
4463642	Macquarie Equipment Funding, LLC	United States
	Macquarie Equipment Leasing Fund Two, LLC	United States
459515-H	MACQUARIE EQUIPMENT LEASING SDN. BHD.	Malaysia
112079268	MACQUARIE EQUIPMENT RENTALS PTY LIMITED	Australia

04.317.671/0001-31	MACQUARIE EQUITIES BRASIL ADMINISTRACAO DE FUNDOS E PARTICIPACAO LTDA	Brazil
WN1114218	MACQUARIE EQUITIES CUSTODIANS LIMITED	New Zealand
2574923	MACQUARIE EQUITIES LIMITED	Australia
WN/1007806	MACQUARIE EQUITIES NEW ZEALAND LIMITED	New Zealand
485394	MACQUARIE EQUITIES (ASIA) LIMITED	Hong Kong
63906392	MACQUARIE EQUITIES (US) HOLDINGS PTY. LIMITED	Australia
1374572	MACQUARIE EQUITY CAPITAL MARKETS PTY LIMITED	Australia
6294706	Macquarie Equity Products (UK) Limited	United Kingdom
	MACQUARIE ESCALATOR 2005-2 (COMMODITIES INDEX) LP	Australia
	MACQUARIE ESCALATOR 2005-2 (EQUITIES INDEX) LP	Australia
LP00000393	MACQUARIE ESCALATOR 2005 (COMMODITIES INDEX) LP	Australia
	MACQUARIE ESCALATOR 2005 (EQUITIES INDEX) LP	Australia
	MACQUARIE ESCALATOR 2006 (AUSTRALIAN PROPERTY) LP	Australia
LP00000350	MACQUARIE ESCALATOR LP	Australia
4714085	MACQUARIE ESPRIT INC.	United States
7713808	Macquarie Euro Limited	United Kingdom
MC268820	Macquarie European Alpha Master Fund	Cayman Islands
114801464	MACQUARIE EUROPEAN FINANCIAL INVESTMENTS PTY LTD	Australia
78771123	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED	Australia
F15820	MACQUARIE EUROPEAN HOLDINGS PTY LIMITED (NON HONG KONG COMPANY)	Hong Kong
6146573	Macquarie European Investment Holdings Limited	United Kingdom
8253782	Macquarie European Rail Limited	United Kingdom
B172.199	Macquarie European Rail Limited (Luxembourg Branch)	Luxembourg
128078277	MACQUARIE EVP HOLDING COMPANY PTY LIMITED - IN LIQUIDATION	Australia
6863307	Macquarie Factoring Finance (UK) Limited	United Kingdom
6863285	Macquarie Factoring (UK) Limited	United Kingdom
116582524	MACQUARIE FARM ASSETS AND RESOURCES MANAGEMENT LIMITED	Australia
122169304	Macquarie Farm Services Limited	Australia
122169304	Macquarie Farm Services Limited (Former Bank Group)	Australia
	Macquarie Fastracks Holdings LLC	United States
	Macquarie FG Holdings Inc.	United States
6855383	Macquarie FICC (UK) Limited	United Kingdom
132 573 436	MACQUARIE FIEX INVESTMENT PTY LIMITED	Australia
118817440	MACQUARIE FINANCE HOLDINGS LIMITED	Australia
106-81-94256	MACQUARIE FINANCE KOREA CO., LTD.	Korea, Republic of
1214964	MACQUARIE FINANCE LIMITED	Australia
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED	India
U65999MH2009PTC190863	MACQUARIE FINANCE (INDIA) PRIVATE LIMITED (Former Non-Bank Group)	India
1065067	MACQUARIE FINANCE (NZ) LIMITED	New Zealand
124071398	MACQUARIE FINANCIAL HOLDINGS LIMITED	Australia
F15819	MACQUARIE FINANCIAL HOLDINGS LIMITED (NON HONG KONG	Hong Kong
4551158	Macquarie Financial Holdings (USA) LLC	United States
4228146	Macquarie Financial Ltd./Financiere Macquarie Ltee.	Canada
95135694	MACQUARIE FINANCIAL PRODUCTS MANAGEMENT LIMITED	Australia
128948498	MACQUARIE FINANCIAL SERVICES HOLDINGS PTY LIMITED	Australia
200800950C	MACQUARIE FINANCIAL SERVICES (ASIA) PTE. LIMITED	Singapore
2007/030612/07	Macquarie Financial Trustees (Proprietary) Limited	South Africa
200813631K	MACQUARIE FIXED INCOME CURRENCIES AND COMMODITIES (SINGAPORE) PTE. LIMITED	Singapore
69344154	MACQUARIE FLEET LEASING PTY LIMITED	Australia
ARSN 129 962 189	MACQUARIE FLEXI 100 TRUST	Australia
93752946	MACQUARIE FORESTRY SERVICES PTY LIMITED	Australia
113113214	MACQUARIE FORTRESS INVESTMENTS LIMITED	Australia
481 104 479 R.C.S. Paris	Macquarie France SARL	France
127735960	Macquarie Fund Advisers Pty Limited	Australia
B143751	Macquarie Fund Solutions	Luxembourg
	Macquarie Fund Solutions - Macquarie Emerging Markets Infrastructure Securities Fund	Luxembourg
4240236	MACQUARIE FUNDING HOLDINGS INC	United States
6581935	Macquarie Funding Inc.	Canada
LP00000352	MACQUARIE FUNDING LIMITED PARTNERSHIP	Australia
BC0847563	Macquarie Funding (B.C.) Inc.	Canada
113054569	MACQUARIE FUNDS HEDGING PTY LTD	Australia
93177407	MACQUARIE FUNDS MANAGEMENT HOLDINGS PTY LIMITED	Australia
724745	MACQUARIE FUNDS MANAGEMENT HONG KONG LIMITED	Hong Kong
6880217	MACQUARIE FUNDS MANAGEMENT PTY LIMITED	Australia
177751	MACQUARIE FUNDS MANAGEMENT SPC	Cayman Islands
	MACQUARIE FUNDS MANAGEMENT (USA) INC.	United States
4088350	Macquarie Futures USA LLC	United States
170076	MACQUARIE FUTURES & OPTIONS (HONG KONG) LIMITED	Hong Kong
111631	MACQUARIE FUTURES (ASIA) LIMITED	Hong Kong
137072112	MACQUARIE FX INVESTMENTS PTY LTD	Australia
128219330	MACQUARIE GCUH HOLDINGS PTY LIMITED	Australia
	Macquarie Generation Management II, Inc.	United States

	Macquarie Generation Management I, Inc.	United States
HRB 82733	Macquarie Germany Holdings GmbH	Germany
B142903	Macquarie Germany Holdings GmbH & Cies S.E.N.C.	Luxembourg
117033226	MACQUARIE GLASSCOCKS PTY LIMITED	Australia
84388947	MACQUARIE GLOBAL DEBT INVESTMENTS NO.1 PTY LIMITED (IN LIQUIDATION)	Australia
75176779	MACQUARIE GLOBAL DEBT INVESTMENTS NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
068897C1/GBL	MACQUARIE GLOBAL FINANCE SERVICES (MAURITIUS) LIMITED	Mauritius
4633002	MACQUARIE GLOBAL GROWTH ADVISORS LLC	United States
4633008	MACQUARIE GLOBAL GROWTH MANAGERS LLC	United States
4632997	MACQUARIE GLOBAL INCOME ADVISORS LLC	United States
4633006	MACQUARIE GLOBAL INCOME MANAGERS LLC	United States
ARSN 095 850 472	MACQUARIE GLOBAL INFRASTRUCTURE TRUST	Australia
5259497	Macquarie Global Investments (UK) Limited	United Kingdom
	Macquarie Global Multi Events Segregated Portfolio	Cayman Islands
194165	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS GP LTD	Cayman Islands
131661697	MACQUARIE GLOBAL OPPORTUNITIES PARTNERS INVESTMENT PTY	Australia
4332814	Macquarie Global Opportunities Partners LLC	United States
110930964	MACQUARIE GLOBAL PROPERTY FUNDS PTY LIMITED	Australia
LP461	MACQUARIE GLOBAL RESOURCES MASTER HEDGE FUND LP	Virgin Islands, British
1480825	MACQUARIE GLOBAL RESOURCES OFFSHORE HEDGE FUND LIMITED	Virgin Islands, British
168982	MACQUARIE GLOBAL SERVICES PRIVATE LIMITED	India
134 225 817	MACQUARIE GLOBAL SOVEREIGN BOND FUND	Australia
5488013	Macquarie GP Limited	United Kingdom
5718600	Macquarie GP2 Limited	United Kingdom
1952566	MACQUARIE GROUP HOLDINGS NEW ZEALAND LIMITED	New Zealand
124071478	MACQUARIE GROUP HOLDINGS NO.3 PTY LTD	Australia
200412291W	MACQUARIE GROUP HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
6357992	Macquarie Group Holdings (UK) No.1 Limited	United Kingdom
6357999	Macquarie Group Holdings (UK) No.2 Limited	United Kingdom
7032532	Macquarie Group Holdings (UK) No.4 Limited	United Kingdom
6373218	Macquarie Group Investments (UK) Limited	United Kingdom
7438584	Macquarie Group Investments (UK) No.2 Limited	United Kingdom
122169279	MACQUARIE GROUP LIMITED	Australia
245979	MACQUARIE GROUP NEW ZEALAND LIMITED	New Zealand
116467031	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD	Australia
FC027877	MACQUARIE GROUP SERVICES AUSTRALIA PTY LTD (UK BRANCH)	United Kingdom
200703288K	MACQUARIE GROUP SERVICES (SINGAPORE) PTE. LIMITED	Singapore
124071389	MACQUARIE GROUP (US) HOLDINGS NO.1 PTY LTD	Australia
	Macquarie HiTIP Management I, Inc.	United States
not registered	MACQUARIE HOLDINGS TRUST	Australia
728003-3	Macquarie Holdings (Canada) Ltd	Canada
MHM08101318A	MACQUARIE HOLDINGS (MEXICO), S.A. DE C.V.	Mexico
200703280D	MACQUARIE HOLDINGS (SINGAPORE) PTE. LTD.	Singapore
6309919	Macquarie Holdings (UK) No.1 Limited	United Kingdom
2428034	MACQUARIE HOLDINGS (U.S.A.) INC.	United States
MC-199805	Macquarie Hong Kong Finance Limited	Cayman Islands
133001751	MACQUARIE I A RETURNS PTY LIMITED	Australia
3075842	MACQUARIE INC	United States
116548880	MACQUARIE INCOME INVESTMENTS LIMITED	Australia
ARSN 113 844 410	MACQUARIE INDEX LINKED PROPERTY SECURITIES FUND	Australia
58341C1/GBL	MACQUARIE INDIA HOLDINGS LIMITED	Mauritius
200823500E	MACQUARIE INDIA INFRASTRUCTURE MANAGEMENT HOLDINGS PTE. LIMITED	Singapore
130542924	MACQUARIE INDIA PROPERTIES PTY LIMITED	Australia
130542924	MACQUARIE INDIA PROPERTIES PTY LIMITED (Former Bank Group)	Australia
130542924	MACQUARIE INDIA PROPERTIES PTY LIMITED (Former Bank Group)	Australia
58340C2/GBL	MACQUARIE INDIAN AIRPORTS TWO LIMITED	Mauritius
71501918	MACQUARIE INDONESIA HOLDINGS PTY LIMITED	Australia
C41803	MACQUARIE INDUSTRIAL INVESTMENTS MALTA LIMITED	Malta
CS201221372	MACQUARIE INFRASTRUCTURE ADVISORY (PHILIPPINES) INC.	Philippines
418159-0	Macquarie Infrastructure and Real Assets Canada Ltd.	Canada
4346793	Macquarie Infrastructure and Real Assets Inc.	United States
MCF090729QX6	Macquarie Infrastructure and Real Assets México, S.A. de C.V.	Mexico
84828437	Macquarie Infrastructure and Real Assets Pty Limited	Australia
B138295	Macquarie Infrastructure and Real Assets SA	Luxembourg
135007199	MACQUARIE INFRASTRUCTURE AND REAL ASSETS TRUST	Australia
744	Macquarie Infrastructure and Real Assets (Dubai) Limited	United Arab Emirates
3976881	Macquarie Infrastructure and Real Assets (Europe) Limited	United Kingdom
	Macquarie Infrastructure and Real Assets (Europe) Limited (Spain)	Spain
499 798 742	Macquarie Infrastructure and Real Assets (Europe) Limited, Paris Branch	France
623285	Macquarie Infrastructure and Real Assets (Hong Kong) Limited	Hong Kong
784370-4	Macquarie Infrastructure and Real Assets (Sales) Canada Ltd	Canada
200513362E	MACQUARIE INFRASTRUCTURE AND REAL ASSETS (SINGAPORE) PTE. LIMITED	Singapore

F16888	MACQUARIE INFRASTRUCTURE AND REAL ASSETS (SINGAPORE) PTE. LIMITED (NON HONG KONG COMPANY)	Hong Kong
74311390	MACQUARIE INFRASTRUCTURE FUNDS MANAGEMENT PTY LIMITED	Australia
5755862	Macquarie Infrastructure GP Limited	United Kingdom
CH-170.3.028.960-5/	MACQUARIE INFRASTRUCTURE HOLDINGS AG (in liquidation)	Switzerland
112772871	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED	Australia
T06FC6823A	MACQUARIE INFRASTRUCTURE MANAGEMENT (ASIA) PTY LIMITED - SINGAPORE BRANCH	Singapore
3707788	MACQUARIE INFRASTRUCTURE MANAGEMENT (USA) INC	United States
72677993	MACQUARIE INFRASTRUCTURE NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
4339673	Macquarie Infrastructure Partners Canada GP Ltd.	Canada
6372304	Macquarie Infrastructure Partners II GP LLC	United States
4088348	MACQUARIE INFRASTRUCTURE PARTNERS INC	United States
4106439	Macquarie Infrastructure Partners U.S. GP LLC	United States
46726	Macquarie Infrastructure Philippines Limited	Bermuda
29003	MACQUARIE INFRASTRUCTURE PRIVATE TRUSTEE COMPANY LIMITED	Bermuda
72652736	MACQUARIE INFRASTRUCTURE PTY LIMITED (IN LIQUIDATION)	Australia
41533	MACQUARIE INFRASTRUCTURE REINSURANCE COMPANY LIMITED	Bermuda
1460256	Macquarie Insurance Services Ltd./Services D'Assurances Macquarie Ltée	Canada
129 526 272	MACQUARIE INSURANCE SOLUTIONS (BROKER) PTY LTD	Australia
200505701K	MACQUARIE INSURANCE (SINGAPORE) PTE. LTD.	Singapore
117787C	Macquarie International Advisory Limited	Isle of Man
92985263	MACQUARIE INTERNATIONAL FINANCE LIMITED	Australia
4125302	Macquarie International Holdings Limited	United Kingdom
310000400294785 (Jing An)	MACQUARIE INTERNATIONAL HOUSING AND LAND CONSULTING (SHANGHAI) COMPANY LIMITED	China
310000400294785 (Jing An)	MACQUARIE INTERNATIONAL HOUSING AND LAND CONSULTING (SHANGHAI) COMPANY LIMITED (Former Bank Group)	China
LP013238	Macquarie International Investment Holdings LP	United Kingdom
108590996	MACQUARIE INTERNATIONAL INVESTMENTS PTY LIMITED	Australia
1802574	Macquarie International Limited	United Kingdom
104-84-05215	MACQUARIE INTERNATIONAL LIMITED SEOUL BRANCH	Korea, Republic of
F11422	MACQUARIE INTERNATIONAL LIMITED (NON HONG KONG COMPANY)	Hong Kong
169002	MACQUARIE INTERNATIONAL NEW YORK PARKING CO	Cayman Islands
78980668	MACQUARIE INTERNATIONAL PROPERTY SERVICES PTY. LIMITED (IN DEREGISTRATION)	Australia
169050	MACQUARIE INTERNATIONAL SC INVESTMENTS CO	Cayman Islands
502151	Macquarie International Services Limited	Hong Kong
	MACQUARIE INTERNATIONAL SMALL CAP ROADS CO. (In Liquidation)	Cayman Islands
4957256	Macquarie Internationale Investments Limited	United Kingdom
1.1E+14	MACQUARIE INVESTMENT ADVISORY (BEIJING) CO LTD	China
122939600	MACQUARIE INVESTMENT HOLDINGS LIMITED	Australia
112017919	MACQUARIE INVESTMENT HOLDINGS NO.2 PTY LIMITED	Australia
FN 171881 t	Macquarie Investment Management Austria Kapitalanlage AG	Austria
2867003	MACQUARIE INVESTMENT MANAGEMENT LTD	Australia
B108283	MACQUARIE INVESTMENT MANAGEMENT S.à r.l.	Luxembourg
FN 350922 m	Macquarie Investment Management (Austria) GmbH	Austria
41471	MACQUARIE INVESTMENT MANAGEMENT (BERMUDA) LIMITED	Bermuda
WN1114216	MACQUARIE INVESTMENT MANAGEMENT (NZ) LIMITED	New Zealand
71745401	MACQUARIE INVESTMENT SERVICES LIMITED	Australia
not registered	MACQUARIE INVESTMENT TRUST	Australia
36631	MACQUARIE INVESTMENT (HONG KONG) LIMITED	Hong Kong
5582630	Macquarie Investments 1 Limited	United Kingdom
5708696	Macquarie Investments 2 Limited	United Kingdom
7012592	Macquarie Investments 3 Limited	United Kingdom
69416977	MACQUARIE INVESTMENTS AUSTRALIA PTY LIMITED	Australia
HRB 74953	Macquarie Investments Deutschland GmbH	Germany
4092888	Macquarie Investments LLC	United States
200718499D	MACQUARIE INVESTMENTS SINGAPORE PTE. LIMITED	Singapore
	Macquarie Investments US Inc.	United States
2009/012283/07	Macquarie Investments (Proprietary) Limited	South Africa
WK-133809	MACQUARIE INVESTMENTS (SINGAPORE) LIMITED	Cayman Islands
4104671	Macquarie Investments (UK) Limited	United Kingdom
6373185	Macquarie Investor Products (UK) Limited	United Kingdom
119211433	MACQUARIE INVESTORS PTY LTD	Australia
459515-H	MACQUARIE IT SDN BHD (Former Non-Bank Group)	Malaysia
107147222	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED	Australia
0100-03-012002	MACQUARIE JAPAN INFRASTRUCTURE NO.1 PTY LIMITED (JAPAN BRANCH)	Japan
107147188	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED	Australia
0100-03-011932	MACQUARIE JAPAN INFRASTRUCTURE NO.2 PTY LIMITED (JAPAN BRANCH)	Japan
117560282	MACQUARIE JAPAN INFRASTRUCTURE NO.3 PTY LIMITED	Australia
117560415	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED	Australia
0100-03-012591	MACQUARIE JAPAN INFRASTRUCTURE NO.4 PTY LIMITED (JAPAN BRANCH)	Japan

110990184	MACQUARIE JIN LIN PTY LIMITED	Australia
122774289	MACQUARIE KEMBLE WATER HOLDINGS PTY LTD (IN DEREGISTRATION)	Australia
128743822	MACQUARIE KEYAKIZAKA HOLDINGS PTY LIMITED (IN	Australia
128743546	MACQUARIE KIOIZAKA HOLDINGS PTY LIMITED - IN LIQUIDATION	Australia
104-81-76330	MACQUARIE KOREA ASSET MANAGEMENT CO., LTD.	Korea, Republic of
104-81-95716	MACQUARIE KOREA OPPORTUNITIES MANAGEMENT, LTD.	Korea, Republic of
110356968	MACQUARIE LAH PTY LIMITED	Australia
5867292	Macquarie Leasing Limited	United Kingdom
2675032	MACQUARIE LEASING NSW PTY. LIMITED	Australia
2674982	MACQUARIE LEASING PTY. LIMITED	Australia
1E+14	MACQUARIE LEASING (CHINA) CO LIMITED	China
2997799	Macquarie Leasing (UK) Limited	United Kingdom
2574914	MACQUARIE LEISURE SERVICES PTY LIMITED	Australia
RCSLUXB112.243	MACQUARIE LEISUREWORLD LUXEMBOURG S.A.R.L	Luxembourg
OC363068	Macquarie Lending & Investment Partners LLP	United Kingdom
4708903	MACQUARIE LG BIOMASS LLC	United States
3963773	MACQUARIE LIFE LIMITED	Australia
114174168	MACQUARIE LP FINANCE COMPANY PTY LIMITED	Australia
130789767	MACQUARIE MACAU HOLDINGS PTY LIMITED	Australia
116208354	MACQUARIE MANAGEMENT COMPANY (ISF) 3 PTY LIMITED (IN DEREGISTRATION)	Australia
HRB 74075	Macquarie Management GmbH	Germany
099 813 028	MACQUARIE MASTER GEARED GROWTH FUND	Australia
090 079 413	MACQUARIE MASTER SMALL COMPANIES FUND	Australia
51142C1/GBL	MACQUARIE MAURITIUS INVESTMENTS LIMITED	Mauritius
133000987	MACQUARIE MDW INVESTMENTS PTY LTD	Australia
2264114	Macquarie MEAP Holding Ltd.	Canada
108538218	MACQUARIE MEDIA FUND MANAGEMENT PTY LIMITED	Australia
639997-5	Macquarie Metals and Energy Capital (Canada) Ltd.	Canada
4921203	Macquarie Meters 1 (UK) Limited	United Kingdom
4920378	Macquarie Meters 2 (UK) Limited	United Kingdom
7361419	Macquarie Meters 3 (UK) Limited	United Kingdom
1344888	Macquarie Meters 4 Limited	Hong Kong
Not Applicable	MACQUARIE MEXICO INFRASTRUCTURE MANAGEMENT, S.A. DE C.V.	Mexico
477795	Macquarie Mexico Real Estate Management, S.A. de C.V.	Mexico
4508971	MACQUARIE MICROSTAR HOLDINGS INC	United States
95180564	MACQUARIE MIDDLE EAST HOLDINGS PTY LIMITED	Australia
115524028	MACQUARIE MIDDLE EAST MANAGEMENT LIMITED	Australia
130225222	MACQUARIE MIP II INVESTMENT PTY LIMITED	Australia
	Macquarie MLH, LLC	United States
120070788	MACQUARIE MORTGAGES CANADA HOLDINGS PTY LIMITED	Australia
	MACQUARIE MORTGAGES FUNDING TRUST 2007-1	United States
57760175	MACQUARIE MORTGAGES PTY LIMITED	Australia
010473862-3438695	MACQUARIE MORTGAGES USA INC	United States
4627119	MACQUARIE NB US HOLDINGS INC.	United States
4606760	MACQUARIE NE HOLDINGS INC.	United States
200404077D	MACQUARIE NE HOLDINGS (SINGAPORE) PTE. LIMITED	Singapore
6798497	Macquarie New World Gaming Canada Ltd.	Canada
N/A	Macquarie New World Gaming Partnership	Canada
334868	MACQUARIE NEW ZEALAND LIMITED	New Zealand
	Macquarie NM Management II, Inc.	United States
	Macquarie NM Management I, Inc	United States
6697718	Macquarie Nominees Limited	United Kingdom
123851436	MACQUARIE NOOSA PTY LTD	Australia
3481018	Macquarie North America Ltd.	Canada
107464620	MACQUARIE NOTE INVESTMENTS PTY LIMITED	Australia
8595711	MACQUARIE NZ HOLDINGS PTY LIMITED	Australia
30414	MACQUARIE OFFSHORE MASTER FUND LIMITED	Bermuda
129 590 576	MACQUARIE OFFSHORE SERVICES PTY LTD	Australia
FS200805155	Macquarie Offshore Services Pty Ltd - Philippine Branch	Philippines
4207954	MACQUARIE OIL AND GAS HOLDINGS INC	United States
770975-7	Macquarie Oil Services Canada Ltd	Canada
OF2150	MACQUARIE ONE LIMITED	United Arab Emirates
	Macquarie One LLC	United States
2934705	MACQUARIE OPTIONS PTY. LIMITED	Australia
	Macquarie PA TAP Management I, Inc.	United States
111494172	MACQUARIE PARTNERSHIP FINANCE CO PTY LIMITED (IN DEREGISTRATION)	Australia
107464264	MACQUARIE PARTNERSHIP INVESTMENT HOLDINGS PTY LIMITED (IN LIQUIDATION)	Australia
115251619	MACQUARIE PAYMENTS INFRASTRUCTURE HOLDINGS PTY LIMITED	Australia
130903249	MACQUARIE PDP SPV HOLDCO PTY LIMITED	Australia
6349353	MACQUARIE PETERBOROUGH HOSPITAL INVESTMENTS LIMITED	United Kingdom
	Macquarie Physical Metals (USA) Inc.	United States
93919727	MACQUARIE PIB MANAGEMENT PTY LIMITED (IN DEREGISTRATION)	Australia
115622449	MACQUARIE PIB PROJECT CO A PTY LIMITED	Australia

115622458	MACQUARIE PIB PROJECT CO B PTY LIMITED	Australia
	Macquarie Platinum Katella Inc.	United States
8327852	Macquarie PMI LLC	United States
	Macquarie PMI Manager LLC	United States
4768433	Macquarie Poinsettia Inc.	United States
107464586	MACQUARIE PORTFOLIO INVESTMENTS NO.1 PTY LIMITED (IN LIQUIDATION)	Australia
107464540	MACQUARIE PORTFOLIO INVESTMENTS NO.2 PTY LIMITED (IN LIQUIDATION)	Australia
	Macquarie Power LLC	United States
4235312	Macquarie Power Management Ltd.	Canada
133 273 426	MACQUARIE PRECISION MARKETING PTY LTD	Australia
0100-01-119544	MACQUARIE PRECISION MARKETING (JAPAN) LIMITED	Japan
0199-01-119544	MACQUARIE PRECISION MARKETING (JAPAN) LIMITED (Former Non-Bank Group)	Japan
1356202	Macquarie Premium Funding Inc./Financement Primes Macquarie Inc.	Canada
112561501	MACQUARIE PRINCIPAL PTY LIMITED	Australia
200703284G	MACQUARIE PRINCIPAL (SINGAPORE) PTE. LTD.	Singapore
82038328	MACQUARIE PRISM PTY LIMITED	Australia
116782006	MACQUARIE PRIVATE CAPITAL MANAGEMENT LIMITED	Australia
B162599	Macquarie Private Markets Fund GP S.à r.l	Luxembourg
B162637	Macquarie Private Markets Fund S.C.A., SICAV-FIS	Luxembourg
89987388	MACQUARIE PRIVATE PORTFOLIO MANAGEMENT LIMITED	Australia
1405135	Macquarie Private Wealth Corp./Gestion Privee Macquarie Corp.	Canada
1745409	Macquarie Private Wealth Inc./Gestion Privee Macquarie Inc.	Canada
74453393	MACQUARIE PROJECT FINANCE PTY LIMITED	Australia
8606826	MACQUARIE PROPERTY CHINA PTY LIMITED	Australia
77727318	MACQUARIE PROPERTY DEVELOPMENT FINANCE PTY LIMITED (IN DEREGISTRATION)	Australia
AK640307	MACQUARIE PROPERTY FINANCE LIMITED	New Zealand
76560917	MACQUARIE PROPERTY FINANCE MANAGEMENT PTY LIMITED	Australia
65678962	MACQUARIE PROPERTY INTERNATIONAL PTY LIMITED	Australia
105453736	MACQUARIE PROPERTY INVESTMENT MANAGEMENT 2 PTY LIMITED (IN DEREGISTRATION)	Australia
120957333	MACQUARIE PROPERTY INVESTMENT MANAGEMENT 5 PTY LIMITED (IN DEREGISTRATION)	Australia
120957360	MACQUARIE PROPERTY INVESTMENT MANAGEMENT 6 PTY LIMITED (IN DEREGISTRATION)	Australia
88772203	MACQUARIE PROPERTY INVESTMENT MANAGEMENT HOLDINGS PTY LIMITED	Australia
64904169	MACQUARIE PROPERTY (OBU) PTY LIMITED	Australia
113621024	MACQUARIE QUEEN STREET PTY LIMITED	Australia
142 083 092	MACQUARIE RADAR HOLDINGS PTY LIMITED	Australia
730170-7	Macquarie Rail Canada Limited	Canada
4039167	MACQUARIE RAIL INC.	United States
4484981	MACQUARIE RAIL MANAGEMENT LLC	United States
115220123	MACQUARIE READING PTY LIMITED	Australia
4504560	MACQUARIE REAL ESTATE ADVISORY SERVICES LLC	United States
129 130 963	MACQUARIE REAL ESTATE AFRICA INVESTMENTS PTY LIMITED - IN LIQUIDATION	Australia
623285	MACQUARIE REAL ESTATE ASIA LIMITED (Former Bank Group)	Hong Kong
95918068	MACQUARIE REAL ESTATE ASIA NOMINEES PTY LIMITED (IN DEREGISTRATION)	Australia
0199-01-089825	Macquarie Real Estate Capital KK (Former Bank Group)	Japan
0100-01-089825	MACQUARIE REAL ESTATE CAPITAL KK (In Liquidation)	Japan
130364699	MACQUARIE REAL ESTATE DEVELOPMENT CAPITAL (AUS) PTY LIMITED	Australia
132468690	MACQUARIE REAL ESTATE EQUITY FUND NO. 8 PTY LIMITED (IN DEREGISTRATION)	Australia
3455302	MACQUARIE REAL ESTATE FINANCE INC	United States
2920528	MACQUARIE REAL ESTATE INC	United States
6421191	Macquarie Real Estate Investments Europe Limited	United Kingdom
104-81-74725	MACQUARIE REAL ESTATE KOREA LIMITED (Former Bank Group)	Korea, Republic of
104-81-74725	MACQUARIE REAL ESTATE KOREA LTD.	Korea, Republic of
223524	MACQUARIE REAL ESTATE OPPORTUNITIES MASTER FUND	Cayman Islands
127762010	Macquarie Real Estate Services Pty Limited	Australia
200509669E	MACQUARIE REAL ESTATE SINGAPORE PTE. LIMITED	Singapore
4326812	Macquarie Real Estate Telecom Holdings LLC	United States
HRB 86922	Macquarie Real Invest GmbH (in liquidation)	Germany
102368052	MACQUARIE REALTY SERVICES AUSTRALIA PTY LIMITED - IN	Australia
4454539	MACQUARIE RENEWABLE ENERGY INC	United States
112147350	MACQUARIE RENEWABLES HOLDINGS PTY LIMITED	Australia
112588664	MACQUARIE RENEWABLES MANAGEMENT PTY LIMITED (IN DEREGISTRATION)	Australia
125098179	MACQUARIE RESIDENTIAL MANAGEMENT PTY LTD	Australia
	MACQUARIE RESIDENTIAL TRUST	Australia
125098339	MACQUARIE RESIDENTIAL (STATE) MANAGEMENT PTY LTD	Australia

672846-4	Macquarie Resource Capital Canada Ltd.	Canada
130 224 949	MACQUARIE RESOURCES INVESTMENT MANAGEMENT PTY LIMITED	Australia
7055620	Macquarie Restorations Limited	United Kingdom
998584	Macquarie Retail Management (Asia) Limited	Hong Kong
1273174	MACQUARIE RETAIL REAL ESTATE MANAGEMENT LIMITED	Hong Kong
1273174	MACQUARIE RETAIL REAL ESTATE MANAGEMENT LIMITED (Former Bank Group)	Hong Kong
6219852	MACQUARIE RISK ADVISORY SERVICES PTY LIMITED	Australia
3898413	MACQUARIE RISK MANAGEMENT ADVISORY PTY LIMITED	Australia
63267032	MACQUARIE SCIENCE HOLDINGS PTY LIMITED	Australia
728007-6	Macquarie Securities Financing Ltd (Canada)	Canada
104-81-99444	MACQUARIE SECURITIES KOREA LIMITED	Korea, Republic of
3435443	MACQUARIE SECURITIES MANAGEMENT PTY LIMITED	Australia
2006/023546/07	MACQUARIE SECURITIES SOUTH AFRICA (PROPRIETARY) LIMITED	South Africa
2832126	MACQUARIE SECURITIES (AUSTRALIA) LIMITED	Australia
3.10001E+14	MACQUARIE SECURITIES (AUSTRALIA) LIMITED SHANGHAI REPRESENTATIVE OFFICE	China
1748511	MACQUARIE SECURITIES (NZ) LIMITED	New Zealand
1.05539E+11	MACQUARIE SECURITIES (THAILAND) LIMITED	Thailand
7283920	Macquarie Securities (UK) Limited	United Kingdom
3297336	MACQUARIE SECURITISATION LIMITED	Australia
641342	MACQUARIE SECURITISATION (HONG KONG) LIMITED	Hong Kong
75289002	MACQUARIE SECURITISATION (OBU) PTY LIMITED	Australia
010473862-3438695	Macquarie Securitization USA LLC	United States
496224	MACQUARIE SERVICES (HONG KONG) LIMITED	Hong Kong
MSM081013GR9	Macquarie Services (Mexico), S.A. de C.V.	Mexico
	Macquarie Services (USA) Partners	United States
11.988.470/001-21	Macquarie Servicos Agricolas Limitada	Brazil
11.988.470/001-21	Macquarie Servicos Agricolas Limitada (Former Bank Group)	Brazil
126143860	MACQUARIE SGT PTY LIMITED	Australia
125336101	MACQUARIE SHENTON PTY LIMITED	Australia
127761871	MACQUARIE SHEP INVESTMENTS PTY LIMITED	Australia
	Macquarie Sierra Investment Holdings Inc.	United States
96705341	MACQUARIE SOUTH KINGSCLIFF PTY LIMITED (In Liquidation)	Australia
75295608	MACQUARIE SPECIALISED ASSET MANAGEMENT 2 LIMITED	Australia
87382965	MACQUARIE SPECIALISED ASSET MANAGEMENT LIMITED	Australia
EC#39329	MACQUARIE SPECIALISED ASSET MANAGEMENT (BERMUDA) LIMITED	Bermuda
125 574 389	MACQUARIE SPECIALIST INVESTMENTS LENDING LIMITED	Australia
	Macquarie Storage Investments Inc.	United States
86587635	MACQUARIE STRUCTURED AND SPECIALIST INVESTMENTS HOLDINGS PTY LIMITED	Australia
583316	MACQUARIE STRUCTURED PRODUCTS ASIA LIMITED	Virgin Islands, British
F14239	MACQUARIE STRUCTURED PRODUCTS ASIA LIMITED (NON HONG KONG COMPANY)	Hong Kong
8607074	MACQUARIE STRUCTURED PRODUCTS AUSTRALIA PTY LIMITED	Australia
HRB 87430	Macquarie Structured Products (Europe) GmbH	Germany
65747417	MACQUARIE STRUCTURED PRODUCTS (INTERNATIONAL) LIMITED	Australia
2009/012427/10	Macquarie Structured Products (International) Limited (Registered as an external Company in South Africa)	South Africa
489855	Macquarie Structured Securities (Europe) Public Limited Company	Ireland
8607038	MACQUARIE SWAN STREET PTY LIMITED	Australia
92034403	MACQUARIE SYNDICATE MANAGEMENT PTY LTD (Former Bank Group)	Australia
92034403	MACQUARIE SYNDICATE MANAGEMENT PTY LTD (IN DEREGISTRATION)	Australia
62060879	MACQUARIE SYNDICATION (NO. 7) PTY. LIMITED	Australia
65309033	MACQUARIE SYNDICATION (NO.12) PTY LIMITED	Australia
4668277	MACQUARIE TCG (USA) LLC	United States
392769-T	MACQUARIE TECHNOLOGIES (M) SDN BHD	Malaysia
392769-T	MACQUARIE TECHNOLOGIES (M) SDN BHD (Former Non-Bank Group)	Malaysia
C41050	MACQUARIE TECHNOLOGY HOLDINGS (MALTA) LIMITED	Malta
80218846	MACQUARIE TECHNOLOGY INVESTMENTS LIMITED	Australia
680639-2	Macquarie Technology Services (Canada) Ltd.	Canada
680639-2	Macquarie Technology Services (Canada) Ltd. (Former Non-Bank Group)	Canada
80472751	MACQUARIE TECHNOLOGY VENTURES PTY LTD	Australia
8606906	MACQUARIE THIRTY-THIRD AVIATION LEASING PTY. LIMITED	Australia
9642933	MACQUARIE TOURISM & LEISURE PTY LIMITED (IN LIQUIDATION)	Australia
	Macquarie Townsend LLC	United States
4598172	MACQUARIE TRADING HOLDINGS INC.	United States
4240237	MACQUARIE TRADING SERVICES INC	United States
0100-01-119358	MACQUARIE TREASURY AND COMMODITIES (JAPAN) LIMITED	Japan
28999	MACQUARIE TREASURY MANAGEMENT LTD.	Bermuda
HRB 76979	Macquarie Treuvermoegen GmbH	Germany
ARSN 093 394 926	MACQUARIE TRUE INDEX AUSTRALIAN EQUITIES FUND	Australia
ARSN 103 324 821	MACQUARIE TRUE INDEX AUSTRALIAN SHARE FUND	Australia
ARSN 118 888 547	MACQUARIE TRUE INDEX CASH FUND	Australia
ARSN 093 394 793	MACQUARIE TRUE INDEX FIXED INTEREST	Australia
ARSN 099 117 558	MACQUARIE TRUE INDEX GLOBAL BOND FUND	Australia

134 225 915	MACQUARIE TRUE INDEX GLOBAL INFRASTRUCTURE SECURITIES FUND	Australia
121530041	MACQUARIE TRUE INDEX INTERNATIONAL EQUITIES FUND	Australia
ARSN 093 394 515	MACQUARIE TRUE INDEX LISTED PROPERTY	Australia
ARSN 100 056 595	MACQUARIE TRUE INDEX PLUS AUSTRALIAN EQUITY	Australia
6697750	Macquarie Trustees Limited	United Kingdom
2007/035961/07	Macquarie Trustees South Africa (Proprietary) Limited	South Africa
8607029	MACQUARIE TWELFTH AVIATION LEASING PTY. LIMITED (IN DEREGISTRATION)	Australia
8607109	MACQUARIE TWENTIETH AVIATION LEASING PTY. LIMITED	Australia
8606844	MACQUARIE TWENTY-SEVENTH AVIATION LEASING PTY. LIMITED - IN LIQUIDATION	Australia
2579363	Macquarie UK Holdings Limited	United Kingdom
8248121	Macquarie UK Power Investments Limited	United Kingdom
115219988	MACQUARIE UK PROPERTY MANAGEMENT PTY LIMITED	Australia
8253776	Macquarie UK Rail Limited	United Kingdom
	Macquarie US Gas Supply LLC	United States
	Macquarie US Trading LLC	United States
261723	MACQUARIE VEHICLES (NZ) LIMITED	New Zealand
4517192	Macquarie Veridian Cove Inc.	United States
HRB 232580	Macquarie Verwaltungs GmbH	Germany
4474070	Macquarie Water Heater Rentals Holdings 2 LLC	United States
4370515	Macquarie Water Heater Rentals Holdings LLC	United States
4370511	Macquarie Water Heater Rentals LLC	United States
4684158	MACQUARIE WATERFRONT PEARL INC.	United States
168966	MACQUARIE WEALTH MANAGEMENT (INDIA) PRIVATE LIMITED	India
213181	Macquarie Zhaopin Holdings Limited	Cayman Islands
116308466	MACQUARIE (171 COLLINS ST) PTY LIMITED	Australia
115007817	MACQUARIE (454 COLLINS STREET) PTY LIMITED - in liquidation	Australia
198500776M	MACQUARIE (ASIA) PTE LTD.	Singapore
27230949	MACQUARIE (ASIA) PTE LTD. TAIWAN BRANCH	Taiwan
119105896	MACQUARIE (COLEMANS) PTY LIMITED (IN DEREGISTRATION)	Australia
6612064	Macquarie (Europe) Nominees Limited	United Kingdom
200228	MACQUARIE (HK) FINANCIAL SERVICES LIMITED	Hong Kong
0100-01-068766	MACQUARIE (JAPAN) LIMITED	Japan
110256418	MACQUARIE (PYRMONT) PTY LIMITED (In Liquidation)	Australia
SC280388	Macquarie (Scotland) GP Limited	United Kingdom
127762038	MACQUARIE (STUD ROAD) PTY LIMITED	Australia
6287793	Macquarie (UK) Group Services Limited	United Kingdom
6010500	MAIL HOLDINGS PTY LIMITED	Australia
66195	MALL Jet Partners LDC	Cayman Islands
86503	MALL Partners II Limited	Cayman Islands
CR-93169	MALL Partners III Limited	Cayman Islands
66690	MALL Partners I, LDC	Cayman Islands
54786	MALL/CL Air Leasing Cooperative Association	(Netherlands Antilles)
	MAP HOLDING TRUST	Australia
MC-257951	MAP II GP Limited	Cayman Islands
122169279	Maquarie Group Employee Retained Equity Plan (MEREP Trust)	Australia
90975456	MARGIN LENDING NOMINEES PTY LIMITED	Australia
500773510 RCS Paris	MASA (France) SARL	France
500773726 RCS Paris	MASB (France) SARL	France
509 298 634 RCS Paris	MASC (France) SARL	France
446197	MASL Ireland (10) Limited	Ireland
446196	MASL Ireland (11) Limited	Ireland
446195	MASL Ireland (12) Limited	Ireland
446206	MASL Ireland (13) Limited	Ireland
446207	MASL Ireland (14) Limited	Ireland
446210	MASL Ireland (17) Limited	Ireland
446187	MASL Ireland (18) Limited	Ireland
446188	MASL Ireland (19) Limited	Ireland
446189	MASL Ireland (20) Limited	Ireland
446190	MASL Ireland (21) Limited	Ireland
446191	MASL Ireland (22) Limited	Ireland
446192	MASL Ireland (23) Limited	Ireland
447475	MASL Ireland (24) Limited	Ireland
447474	MASL Ireland (25) Limited	Ireland
447987	MASL Ireland (26) Limited	Ireland
448204	MASL Ireland (27) Limited	Ireland
447980	MASL Ireland (28) Limited	Ireland
447981	MASL Ireland (29) Limited	Ireland
446205	MASL Ireland (2) Limited	Ireland
447982	MASL Ireland (30) Limited	Ireland
447983	MASL Ireland (31) Limited	Ireland
447984	MASL Ireland (32) Limited	Ireland
447985	MASL Ireland (33) Limited	Ireland
451456	MASL Ireland (34) Limited	Ireland
451173	MASL Ireland (35) Limited	Ireland

452129	MASL Ireland (36) Limited	Ireland
452130	MASL Ireland (37) Limited	Ireland
453683	MASL Ireland (38) Limited	Ireland
453684	MASL Ireland (39) Limited	Ireland
446204	MASL Ireland (3) Limited	Ireland
446203	MASL Ireland (4) Limited	Ireland
446202	MASL Ireland (5) Limited	Ireland
446201	MASL Ireland (6) Limited	Ireland
446200	MASL Ireland (7) Limited	Ireland
446199	MASL Ireland (8) Limited	Ireland
446198	MASL Ireland (9) Limited	Ireland
102964312	MASL NO. 2 PTY LIMITED (IN DEREGISTRATION)	Australia
556734-5524	MASL Sweden (1) AB	Sweden
556734-6068	MASL Sweden (2) AB	Sweden
556734-9310	MASL Sweden (3) AB	Sweden
556734-9328	MASL Sweden (4) AB	Sweden
556741-2498	MASL Sweden (7) AB	Sweden
556741-2506	MASL Sweden (8) AB	Sweden
6386342	MASL UK (1) Limited	United Kingdom
LL08078	MASL (Labuan) Limited	Malaysia
8607092	MBL REALTY INVESTMENT MANAGEMENT PTY. LIMITED	Australia
1330132	MBL RIVER LINKS PTY LIMITED (IN DEREGISTRATION)	Australia
363941	MC CAPITAL GROUP	Ireland
69343693	MC CAPITAL HOLDINGS NO.1 PTY LIMITED	Australia
69343791	MC CAPITAL HOLDINGS NO.2 PTY LIMITED	Australia
146 752 329	MC EDUCATION HOLDINGS PTY LTD	Australia
MC-207028	MCA ACQUISITION CORP.	Cayman Islands
MC-207027	MCA ACQUISITION HOLDINGS CORP.	Cayman Islands
78223382	MCF LEASING PTY LIMITED	Australia
977935	MCNEE HOLDINGS PTY LIMITED (IN LIQUIDATION)	Australia
4526019	MCP Solar Assets Partners I LLC	United States
452697	MCP Solar Assets Partners II LLC	United States
4625932	MEF US HOLDINGS INC.	United States
4866246	MEIF (UK) Limited	United Kingdom
132 468 734	MELRO HOLDCO PTY LIMITED	Australia
132 468 734	MELRO HOLDCO PTY LIMITED (Former Bank Group)	Australia
2223765	Merino Air Leasing, Inc.	United States
84781555	MERIT MANAGEMENT NO.1 PTY LIMITED - IN LIQUIDATION	Australia
84781493	MERIT NO.1 PTY LIMITED	Australia
0	MERIT TRUST NO. 2	Australia
140390629	MGI PROTECTED ASSET FINANCING NO.1 PTY LTD (In Deregistration)	Australia
200708397H	MGJ HOLDINGS PTE. LIMITED	Singapore
200708397H	MGJ HOLDINGS PTE. LIMITED (Former Bank Group)	Singapore
4346896	MGOP Feeder I GP LLC	United States
44351	MIAC GROUP LTD	Bermuda
4661999	MIAC HOLDINGS (US) INC.	United States
44352	MIAC REINSURANCE LTD	Bermuda
4662005	MIAC SERVICES INC.	United States
4323418	MIF US Investment Holdings LLC	United States
4323415	MIF US INVESTMENT PARTNERSHIP	United States
4261648	MIHI LLC	United States
0100-02-032951	MJL ACE LTD.	Japan
0100-02-032952	MJL BAY LTD.	Japan
8108745	MMT I LLC	United States
010473862-3438695	MMUSA Warehouse No. 1 LLC	United States
3613926	Mongoose Acquisition LLC	United States
103410297	MONGOOSE PTY LTD	Australia
WK-133920	Monkwell Investments Limited	Cayman Islands
86587608	MONT PARK DEVELOPMENT COMPANY PTY LIMITED	Australia
	Moonstone Lien Investments, LLC	United States
Not Registered	MOORE STREET TRUST	Australia
8108683	Mornington Funding 2012-1 PLC	United Kingdom
8108607	Mornington Holding Limited	United Kingdom
460268	MPFI Investments 1 Limited (in liquidation)	Ireland
451722	MPFI INVESTMENTS LIMITED	Ireland
MC-162571	MQ ABSOLUTE RETURN STRATEGIES - ASIA	Cayman Islands
	MQ Absolute Return Strategies - Asia LLC	United States
61160558	MQ CAPITAL PTY LIMITED	Australia
	MQ HELIX UK Market Strategy 1 L.P.	Guernsey
92552611	MQ PORTFOLIO MANAGEMENT LIMITED	Australia
86438995	MQ SPECIALIST INVESTMENT MANAGEMENT LIMITED	Australia
U51909MH2012FTC226545	MQG Commodities (India) Private Limited	India
109837783	MREEF SSF MANAGEMENT LIMITED	Australia
129962269	MSI CASH TRUST	Australia
124335333	MTF HOLDINGS PTY LIMITED	Australia

	MUNICIPAL AND INFRASTRUCTURE ASSURANCE CORPORATION (Sold 15/06/2011)	United States
117100615	MUSASHI INVESTOR PTY LIMITED (IN LIQUIDATION)	Australia
FN215363K	MXMM GmbH	Austria
3337675	NANWAY NOMINEES PTY LIMITED	Australia
451296	NCH Symphony Limited (in voluntary liquidation)	Ireland
4107909	NDI NO.1 LLC	United States
B132283	New World Gaming International S.a.r.l	Luxembourg
124392829	NORTH-WEST EXPRESSWAY PTY LIMITED	Australia
BC0883591	NWG Canada Investments Ltd.	Canada
157723441	NZ MORTGAGES PTY LTD	Australia
CR-114570	O'Farrell Leasing (Holdings) Ltd.	Cayman Islands
	OLF, LLC	United States
109649292	OLICC TECHNOLOGIES PTY LTD	Australia
79630603	OMNI LEISURE OPERATIONS PTY LIMITED (In Liquidation)	Australia
	One Call Debt Help LLC	United States
131 233 719	OPEN BROADBAND AUSTRALIA PTY LTD	Australia
113519823	OT HOLDINGS PTY LIMITED	Australia
115771992	OUTPLAN PTY LIMITED	Australia
205391	OW Funding Limited	Cayman Islands
71982244	PACIFIC RIM OPERATIONS LIMITED	Australia
4444506	PADUA MG HOLDINGS LLC	United States
not registered	PARENTS AT WORK INVESTMENT UNIT TRUST	Australia
107805452	PARENTS@WORK PTY LIMITED	Australia
134 011 313	PARETO GLOBAL RISK ADJUSTED ALPHA TRUST	Australia
490262	Pathglade Limited (in voluntary liquidation)	Ireland
	PELICAN WAREHOUSE TRUST NO.1	Australia
	PEREGRINE SELLER TRUST	Australia
	PEREGRINE SERIES TRUST 2009-1	Australia
	Petro Tradelinks Inc.	United States
	Pipeline Rehabilitation No.4 Trust	Australia
C205320	PIRANGUT CYPRUS NO. 1 LIMITED (Former Bank Group)	Cyprus
C205320	PIRANGUT CYPRUS NO. 1 LIMITED (IN LIQUIDATION)	Cyprus
C205304	PIRANGUT CYPRUS NO. 2 LIMITED (Former Bank Group)	Cyprus
C205304	PIRANGUT CYPRUS NO. 2 LIMITED (IN LIQUIDATION)	Cyprus
117100599	PLEIADES INVESTOR PTY LIMITED	Australia
80106412	Polar Finance Pty Limited	Australia
8288421	Poseidon InvestCo GP Limited	United Kingdom
2382149	Presidio Partners LLC	United States
	Prodigal Asian Long Short Fund	Australia
124071405	PROP CO NO. 1 PTY LTD (IN DEREGISTRATION)	Australia
09.03.1.67.21972	PT Macquarie Capital Securities Indonesia	Indonesia
09.03.1.05.73897	PT MACQUARIE COMMODITIES INDONESIA	Indonesia
09.03.1.70.68374	PT MPM INDONESIA	Indonesia
09.03.1.46.66473	PT WANA HIJAU NUSANTARA (Former Non-Bank Group)	Indonesia
111086705	PTK INVESTOR PTY LIMITED (IN DEREGISTRATION)	Australia
not registered	PUMA GLOBAL TRUST NO.5	Australia
64904212	PUMA MANAGEMENT PTY LIMITED	Australia
not registered	PUMA MASTER FUND P-10	Australia
no registered	PUMA MASTER FUND P-11	Australia
	PUMA MASTER FUND P-8	Australia
	PUMA MASTER FUND P-9	Australia
	PUMA MASTER FUND S-2	Australia
	PUMA MASTERFUND H-1	Australia
	PUMA MASTERFUND P-13	Australia
	PUMA MASTERFUND P-14	Australia
not registered	PUMA MASTERFUND P-15	Australia
	PUMA MASTERFUND P-16	Australia
	PUMA MASTERFUND P-17	Australia
	PUMA Masterfund P-18	Australia
	PUMA Masterfund P-19	Australia
	PUMA MASTERFUND P12	Australia
	PUMA Masterfund S-10	Australia
	PUMA MASTERFUND S-11	Australia
	PUMA Masterfund S-12	Australia
	PUMA Masterfund S-13	Australia
	PUMA MASTERFUND S-5	Australia
	PUMA MASTERFUND S-6	Australia
not registered	PUMA Masterfund S-7	Australia
	PUMA MASTERFUND S-8	Australia
	PUMA Masterfund S-9	Australia
	PUMA MASTERFUND S3	Australia
not registered	PUMA SUB FUND CRS	Australia
Not registered	PUMA SUB FUND GSF	Australia
not registered	PUMA SUB FUND SPAN	Australia
	PUMA SUBFUND B-1	Australia

	PUMA SUBFUND COMMBANK	Australia
511 507 527 RCS Grenoble	Pure Montain Company S.A.S.	France
118472441	RANSHAR PTY LTD - IN LIQUIDATION	Australia
4644365	RED HOLLOW WIND LLC	United States
2.00902E+11	Regal Capital Advisors, LLC	United States
	Regal Capital Group, LLC	United States
not registered	REGIONAL MEDIA TRUST	Australia
	Relational Technology Services, Inc.	United States
150 449 684	RELOAD WIND FARM PTY LTD	Australia
	RELOAD WIND FARM TRUST	Australia
124947388	RESF NO. 1 PTY LTD	Australia
200921086K	RESOURCE MARINE PTE. LIMITED	Singapore
148013316	RESOURCE MARINE PTE. LIMITED (Australian Representative Office)	Australia
200921086K	RESOURCE MARINE PTE. LIMITED (FORMER NON-BANK)	Singapore
FC029978	Resource Marine Pte. Limited (UK Establishment)	United Kingdom
144 871 554	RESOURCES HOLDINGS NO.1 PTY LIMITED (IN DEREGISTRATION)	Australia
	Retirement Financial Services, Inc.	United States
114 594 080	REVERSE MORTGAGE SERVICES PTY LTD	Australia
153718079	RISK ADVICE SPECIALISTS PTY LTD	Australia
114 530 139	RISMARK INTERNATIONAL FUNDS MANAGEMENT LTD	Australia
	Rismark International Funds Management Trust	Australia
5129984	ROSS PLASTICS PTY LTD (IN DEREGISTRATION)	Australia
CH -150.4.000.882-8	Rossignol GmbH	Switzerland
P.I. 00351680079	Rossignol Lange S.R.L.	Italy
FN Innsbruck 30814	Rossignol Osterreich GmbH	Austria
161930029	Rossignol Sci S.R.L.	Italy
	Rossignol Ski Company, Incorporated	United States
HRB 7401	Rossignol Ski Deutschland GmbH	Germany
48603C1/GBL	SAN LING INVESTMENTS LIMITED	Mauritius
58639688	SEDULOUS INVESTMENTS PTY LIMITED	Australia
3477679	Service Line Warranties of America, Inc.	United States
	Service Line Warranties of America, Inc.	United States
3484259	SHALINA PTY LIMITED (IN DEREGISTRATION)	Australia
4721411	SHELBY ENERGY HOLDINGS, LLC	United States
464139	Shichi Limited	Ireland
2008/022345/07	Shieldco Securities S1 (Pty) Limited	South Africa
7163380	SiCURAnt InvestCo GP Limited	United Kingdom
606 320 174 RCS ANNECY	Skis Dynastar S.A.S.	France
835447	Skis Dynastar, Inc	United States
B 08 - 266140	Skis Rossignol de Espana, S.L.	Spain
056 502 958 RCS GRENOBLE	Skis Rossignol S.A.S.	France
	SMART ABS Series 2012-2US Trust	Australia
to be incorporated	SMART ABS Series 2012-3EQ Trust	Australia
not registered	SMART ABS Series 2012-4US Trust	Australia
	SMART ANZ WAREHOUSE Trust	Australia
	SMART J WAREHOUSE TRUST	Australia
	SMART MBL WAREHOUSE TRUST	Australia
	SMART RBS WAREHOUSE TRUST	Australia
	SMART RESIDUAL VALUE SERIES TRUST	Australia
	SMART SERIES 2007-3E TRUST	Australia
	SMART SERIES 2008-1E TRUST	Australia
	SMART SERIES 2008-2 TRUST	Australia
	SMART SERIES 2008-3 TRUST	Australia
	SMART Series 2009-1 Trust	Australia
	SMART Series 2010-1US Trust	Australia
unlisted	SMART Series 2010-2 Trust	Australia
not registered	SMART SERIES 2011-1US TRUST	Australia
not registered	SMART Series 2011-2US Trust	Australia
	SMART Series 2011-3 Trust	Australia
	SMART Series 2011-4US Trust	Australia
unlisted	SMART Series 2012-1US Trust	Australia
320 114 937	Societe Civile Immobiliere Promo-Star	France
	Specialty Finance Holdings, Inc.	United States
3421628	Stanyan Leasing Corporation	United States
HRB80040	Structural Support Systems Germany GmbH	Germany
128219330	SUREPARK HOLDINGS PTY LIMITED (Former Bank Group)	Australia
127761960	SurePark PTY LTD	Australia
MC189031	SYNTHETIC ASSET FUNDING ENTITY 1 LIMITED	Cayman Islands
MC189031	SYNTHETIC ASSET FUNDING ENTITY 1 LIMITED (Former Non-Bank Group)	Cayman Islands
MC189033	SYNTHETIC ASSET FUNDING ENTITY 2 LIMITED	Cayman Islands
MC189033	SYNTHETIC ASSET FUNDING ENTITY 2 LIMITED (Non-Bank Group)	Cayman Islands
MC189031	SYNTHETIC ASSET FUNDING ENTITY 3 LIMITED	Cayman Islands
MC189031	SYNTHETIC ASSET FUNDING ENTITY 3 LIMITED (Former Non-Bank Group)	Cayman Islands
	TA Trust	Australia
0100-02-017866	TAIKANSAN KAIHATSU LIMITED	Japan

6740344	Tank Devils Ltd	United Kingdom
4439050	TAURUS AEROSPACE GROUP INC.	United States
4439057	TAURUS AEROSPACE GROUP LLC	United States
5058776	Taurus Aerospace Holdings, LLC	United States
4578519	Taurus Tanks Inc.	United States
	Tax Ease CA, LLC	United States
	Tax Ease Employee Services Company LLC	United States
	Tax Ease Funding GP LLC	United States
	Tax Ease Funding, LP	United States
	Tax Ease Holdings LLC	United States
	Tax Ease Lien Investments 1 LLC	United States
	Tax Ease Lien Servicing LLC	United States
	Tax Ease NY, LLC	United States
	Tax Ease Ohio, LLC	United States
	Tax Ease PA, Inc	United States
	Tax Ease, LP	United States
85356770	TEGENSEE PTY LIMITED (IN DEREGISTRATION)	Australia
113508160	TELBANE 2 PTY LIMITED	Australia
70142951	TELBANE PTY LTD	Australia
79630649	TEN7 PTY LIMITED	Australia
HRB80044	Tension Services Holdings GmbH	Germany
238030	Tex Funding	Cayman Islands
	Texas Rail Terminal LLC	United States
OC315196	The Bluebell Transportation LLP	United Kingdom
Not Registered	The Concept Blue Property Trust	Australia
	THE GLOBAL DEBT LIMITED PARTNERSHIP NO. 2	Australia
OC315171	The Goonzaran LLP	United Kingdom
	THE MACQUARIE TOPI40 INVESTMENT TRUST	South Africa
IT1872/2007	THE MF TRUST	South Africa
Not Registered	THE NSW RESIDENTIAL TRUST	Australia
	THE TRUSTEE FOR MACQUARIE EMERGING MARKETS INFRASTRUCTURE SECURITIES FUND	Australia
Not Registered	THE VICTORIA RESIDENTIAL TRUST	Australia
64721080	TOUCHSTONE MACQUARIE PTY LIMITED (Former Bank Group)	Australia
2012853459	Tristone Capital Global Inc.	Canada
208568022	Tristone Capital Inc.	Canada
5366079	Tristone Capital Limited	United Kingdom
	Tristone Capital LLC	United States
6144124	Tristone Capital Nominees Limited (in Strike Off)	United Kingdom
2012712838	Tristone Capital SA Ltd	Canada
	Tristone Capital SA (Argentine Branch)	Argentina
9633603	TRYPTIC PTY LIMITED - IN LIQUIDATION	Australia
81119619	UPL DEVELOPMENTS PTY LIMITED	Australia
114734557	UPL (CATHERINE FIELD) PTY LIMITED (IN LIQUIDATION)	Australia
116908537	UPL (KIRRA) PTY LIMITED	Australia
127048659	UPL (NO 15) PTY LIMITED	Australia
127049110	UPL (NO 19) PTY LIMITED (IN LIQUIDATION)	Australia
127049254	UPL (NO 22) PTY LIMITED	Australia
116908493	UPL (NO 6) PTY LIMITED	Australia
116908582	UPL (NO 7) PTY LIMITED	Australia
116908635	UPL (NO 9) PTY LIMITED	Australia
114734986	UPL (NO. 11) PTY LIMITED (IN DEREGISTRATION)	Australia
115793685	UPL (NSW) PTY LIMITED	Australia
127049227	UPL (PALMVIEW) PTY LIMITED (IN DEREGISTRATION)	Australia
115007933	UPL (PORTARLINGTON) PTY LIMITED (IN LIQUIDATION)	Australia
120934741	UPL (QLD) PTY LIMITED (IN DEREGISTRATION)	Australia
85359833	UPL (SA) PTY LIMITED	Australia
84657616	UPL (UNDERDALE) PTY LIMITED	Australia
115912822	UPL (VIC) PTY LIMITED (IN DEREGISTRATION)	Australia
95793141	UPL (WA) PTY LTD	Australia
115007755	UPL (WHITBY) PTY LIMITED	Australia
55500902	UPMILL NOMINEES PTY LIMITED	Australia
81119495	URBAN PACIFIC PTY LIMITED	Australia
92034458	URBAN PACIFIC SPRINGTHORPE INVESTMENT PTY LIMITED (IN DEREGISTRATION)	Australia
113918166	URBAN PACIFIC (BEROWRA) PTY LIMITED	Australia
115131345	URBAN PACIFIC (FLETCHER) PTY LIMITED (IN LIQUIDATION)	Australia
114197429	URBAN PACIFIC (SOMERSET) PTY LIMITED (IN LIQUIDATION)	Australia
3705740	Utility Metering Services Limited	United Kingdom
	Utility Service Partners Private Label of Virginia Inc.	United States
3993140	UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.	United States
3709191	UTILITY SERVICE PARTNERS, INC.	United States
8592916	UTOPIA PTY LIMITED (IN DEREGISTRATION)	Australia
3201303	VALCORA PTY LIMITED - IN LIQUIDATION	Australia
WK-137396	Valley Leasing Limited	Cayman Islands
107-87-51612	VALUE LOAN MORTGAGE LLC	Korea, Republic of

8586927	VARZY PTY LIMITED (IN DEREGISTRATION)	Australia
80218622	VICWIRE PARTNERSHIP PTY LIMITED (IN DEREGISTRATION)	Australia
WK-166995	West Portal Leasing Limited	Cayman Islands
	Winslow Lien Investments, LLC	United States
54813080	WOODROSS NOMINEES PTY. LIMITED	Australia
2736423	WUXTA PTY LIMITED (In Deregistration)	Australia
	YAYASAN HUTAN HIJAU (Former Non-Bank Group)	Indonesia
5532426	YBR Feeder GP Limited	United Kingdom
1449995	Yorkton Capital Partners II Inc.	Canada
1430727	Yorkton Capital Partners Inc.	Canada
BIN 100829696	Yorkton Partners 2000 Fund, LP	Canada
BIN 110589777	Yorkton Partners 2001 Fund, LP	Canada
BIN: 101242931	Yorkton Private Equity Limited Partnership	Canada
BIN: 110078755	Yorkton Private Equity Non-Resident Limited Partnership	Canada
2798503	ZELENKA PTY LIMITED - IN LIQUIDATION	Australia
4721409	ZODIAC ENERGY HOLDINGS, LLC	United States

ANNEXURE 'B'

This is the annexure marked 'B' of 14 page(s) referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
17 June 2013

Consideration

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
25-Mar-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.37	-923,000	FPO	923,000
03-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.45	172,000	FPO	172,000
04-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.45	12,000	FPO	12,000
08-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.44	98,000	FPO	98,000
09-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.44	152,000	FPO	152,000
10-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.48	58,000	FPO	58,000
10-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.45	4,490,000	FPO	4,490,000
11-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.48	29,611	FPO	29,611
11-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.46	51	FPO	51
12-Apr-13	MBL	Borrow Return under stock lending agreement - refer to annexure D	AUD 2.46	29,999	FPO	29,999
12-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.49	230,000	FPO	230,000
12-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.48	229,426	FPO	229,426
12-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.22	-229,000	FPO	229,000
15-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.46	53,051	FPO	53,051
16-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.49	3,393	FPO	3,393
17-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.53	87,888	FPO	87,888
19-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.53	5,000	FPO	5,000
22-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.52	10,000	FPO	10,000
23-Apr-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.54	190,003	FPO	190,003
06-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-250,000	FPO	250,000

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-51	FPO	51
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-29,999	FPO	29,999
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-3,393	FPO	3,393
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-5,000	FPO	5,000
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-10,000	FPO	10,000
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-29,611	FPO	29,611
08-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.55	-12,000	FPO	12,000
10-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.58	-19,000	FPO	19,000
13-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.58	-69,000	FPO	69,000
14-May-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.61	45,000	FPO	45,000
16-May-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.57	17,826	FPO	17,826
22-May-13	MBL	Borrow Delivery under stock lending agreement - refers to annexure C	AUD 2.54	69,692	FPO	69,692
30-May-13	MBL	Borrow Return under stock lending agreement - refer to annexure C	AUD 2.44	-190,000	FPO	190,000
22-Mar-13	MBL	On market sale	AUD 2.25	-2,810.00	FPO	2,810
22-Mar-13	MBL	On market sale	AUD 2.24	-173	FPO	173
22-Mar-13	MBL	On market purchase	AUD 2.21	44	FPO	44
22-Mar-13	MBL	On market purchase	AUD 2.20	50	FPO	50
22-Mar-13	MBL	On market purchase	AUD 2.23	177	FPO	177
22-Mar-13	MBL	On market purchase	AUD 2.22	273	FPO	273
22-Mar-13	MBL	On market purchase	AUD 2.24	7,870.00	FPO	7,870
25-Mar-13	MBL	On market sale	AUD 2.22	-2,810.00	FPO	2,810
25-Mar-13	MBL	On market sale	AUD 2.24	-44	FPO	44
25-Mar-13	MBL	On market purchase	AUD 2.27	8,993.00	FPO	8,993
25-Mar-13	MBL	On market purchase	AUD 2.24	44,931.00	FPO	44,931
26-Mar-13	MBL	On market sale	AUD 2.29	-5,730.00	FPO	5,730
26-Mar-13	MBL	On market sale	AUD 2.27	-2,247.00	FPO	2,247
26-Mar-13	MBL	On market purchase	AUD 2.29	9,250.00	FPO	9,250
27-Mar-13	MBL	On market sale	AUD 2.29	-1,685.00	FPO	1,685
27-Mar-13	MBL	On market purchase	AUD 2.28	157	FPO	157
27-Mar-13	MBL	On market purchase	AUD 2.29	204	FPO	204
27-Mar-13	MBL	On market purchase	AUD 2.29	268	FPO	268
27-Mar-13	MBL	On market purchase	AUD 2.30	15,775.00	FPO	15,775
28-Mar-13	MBL	On market sale	AUD 2.30	-222	FPO	222
28-Mar-13	MBL	On market purchase	AUD 2.30	1,123.00	FPO	1,123
02-Apr-13	MBL	On market purchase	AUD 2.31	140	FPO	140
03-Apr-13	MBL	On market sale	AUD 2.37	-200	FPO	200
03-Apr-13	MBL	On market purchase	AUD 2.33	30,000.00	FPO	30,000
04-Apr-13	MBL	On market sale	AUD 2.30	-20,000.00	FPO	20,000
04-Apr-13	MBL	On market sale	AUD 2.31	-10,000.00	FPO	10,000
04-Apr-13	MBL	On market sale	AUD 2.34	-45	FPO	45
05-Apr-13	MBL	On market sale	AUD 2.33	-4,489,000.00	FPO	4,489,000
05-Apr-13	MBL	On market sale	AUD 0.00	-4,489,000.00	FPO	4,489,000
05-Apr-13	MBL	On market purchase	AUD 2.32	117	FPO	117
05-Apr-13	MBL	On market purchase	AUD 0.00	4,489,000.00	FPO	4,489,000
09-Apr-13	MBL	On market sale	AUD 2.35	-22,569.00	FPO	22,569
09-Apr-13	MBL	On market sale	AUD 2.35	-8,000.00	FPO	8,000
09-Apr-13	MBL	On market sale	AUD 2.35	-7,786.00	FPO	7,786
09-Apr-13	MBL	On market sale	AUD 2.35	-4,500.00	FPO	4,500

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
09-Apr-13	MBL	On market sale	AUD 2.35	-3,307.00	FPO	3,307
09-Apr-13	MBL	On market sale	AUD 2.35	-944	FPO	944
09-Apr-13	MBL	On market sale	AUD 2.35	-35	FPO	35
09-Apr-13	MBL	On market purchase	AUD 2.35	60	FPO	60
09-Apr-13	MBL	On market purchase	AUD 2.35	200	FPO	200
09-Apr-13	MBL	On market purchase	AUD 2.34	1,000.00	FPO	1,000
09-Apr-13	MBL	On market purchase	AUD 2.35	1,020.00	FPO	1,020
09-Apr-13	MBL	On market purchase	AUD 2.34	9,000.00	FPO	9,000
09-Apr-13	MBL	On market purchase	AUD 2.35	18,300.00	FPO	18,300
09-Apr-13	MBL	On market purchase	AUD 2.34	20,004.00	FPO	20,004
10-Apr-13	MBL	On market sale	AUD 2.34	-22,858.00	FPO	22,858
10-Apr-13	MBL	On market sale	AUD 2.31	-5,600.00	FPO	5,600
10-Apr-13	MBL	On market sale	AUD 2.32	-4,151.00	FPO	4,151
10-Apr-13	MBL	On market sale	AUD 2.32	-3,117.00	FPO	3,117
10-Apr-13	MBL	On market sale	AUD 2.34	-2,223.00	FPO	2,223
10-Apr-13	MBL	On market sale	AUD 2.32	-1,500.00	FPO	1,500
10-Apr-13	MBL	On market sale	AUD 2.35	-100	FPO	100
10-Apr-13	MBL	On market purchase	AUD 2.33	13	FPO	13
10-Apr-13	MBL	On market purchase	AUD 2.32	253	FPO	253
10-Apr-13	MBL	On market purchase	AUD 2.32	1,512.00	FPO	1,512
10-Apr-13	MBL	On market purchase	AUD 2.32	1,776.00	FPO	1,776
10-Apr-13	MBL	On market purchase	AUD 2.35	1,786.00	FPO	1,786
10-Apr-13	MBL	On market purchase	AUD 2.34	2,303.00	FPO	2,303
10-Apr-13	MBL	On market purchase	AUD 2.32	2,420.00	FPO	2,420
10-Apr-13	MBL	On market purchase	AUD 2.35	3,256.00	FPO	3,256
10-Apr-13	MBL	On market purchase	AUD 2.32	3,300.00	FPO	3,300
10-Apr-13	MBL	On market purchase	AUD 2.32	8,817.00	FPO	8,817
10-Apr-13	MBL	On market purchase	AUD 2.33	12,921.00	FPO	12,921
10-Apr-13	MBL	On market purchase	AUD 2.32	18,482.00	FPO	18,482
10-Apr-13	MBL	On market purchase	AUD 2.32	44,210.00	FPO	44,210
10-Apr-13	MBL	On market purchase	AUD 2.31	90,736.00	FPO	90,736
11-Apr-13	MBL	On market sale	AUD 2.36	-5,241.00	FPO	5,241
11-Apr-13	MBL	On market sale	AUD 2.37	-1,457.00	FPO	1,457
11-Apr-13	MBL	On market sale	AUD 2.36	-540	FPO	540
11-Apr-13	MBL	On market sale	AUD 2.36	-332	FPO	332
11-Apr-13	MBL	On market sale	AUD 2.37	-176	FPO	176
11-Apr-13	MBL	On market purchase	AUD 2.37	54	FPO	54
11-Apr-13	MBL	On market purchase	AUD 2.36	1,500.00	FPO	1,500
11-Apr-13	MBL	On market purchase	AUD 2.37	2,000.00	FPO	2,000
11-Apr-13	MBL	On market purchase	AUD 2.36	8,089.00	FPO	8,089
11-Apr-13	MBL	On market purchase	AUD 2.36	83,799.00	FPO	83,799
12-Apr-13	MBL	On market sale	AUD 2.38	-36,479.00	FPO	36,479
12-Apr-13	MBL	On market sale	AUD 2.38	-16,931.00	FPO	16,931
12-Apr-13	MBL	On market sale	AUD 2.38	-13,825.00	FPO	13,825
12-Apr-13	MBL	On market sale	AUD 2.38	-12,877.00	FPO	12,877
12-Apr-13	MBL	On market sale	AUD 2.38	-8,975.00	FPO	8,975
12-Apr-13	MBL	On market sale	AUD 2.38	-5,000.00	FPO	5,000
12-Apr-13	MBL	On market sale	AUD 2.39	-840	FPO	840
12-Apr-13	MBL	On market sale	AUD 2.37	-649	FPO	649
12-Apr-13	MBL	On market sale	AUD 2.37	-526	FPO	526
12-Apr-13	MBL	On market sale	AUD 2.37	-86	FPO	86
12-Apr-13	MBL	On market purchase	AUD 2.37	66	FPO	66
12-Apr-13	MBL	On market purchase	AUD 2.39	622	FPO	622
12-Apr-13	MBL	On market purchase	AUD 2.39	2,070.00	FPO	2,070
12-Apr-13	MBL	On market purchase	AUD 2.37	2,555.00	FPO	2,555
12-Apr-13	MBL	On market purchase	AUD 2.37	3,987.00	FPO	3,987
12-Apr-13	MBL	On market purchase	AUD 2.38	6,500.00	FPO	6,500
12-Apr-13	MBL	On market purchase	AUD 2.36	7,496.00	FPO	7,496
12-Apr-13	MBL	On market purchase	AUD 2.38	16,108.00	FPO	16,108
15-Apr-13	MBL	On market sale	AUD 2.37	-17,773.00	FPO	17,773
15-Apr-13	MBL	On market sale	AUD 2.39	-1,122.00	FPO	1,122
15-Apr-13	MBL	On market sale	AUD 2.40	-651	FPO	651
15-Apr-13	MBL	On market sale	AUD 2.38	-651	FPO	651
15-Apr-13	MBL	On market sale	AUD 2.37	-536	FPO	536
15-Apr-13	MBL	On market purchase	AUD 2.39	17	FPO	17
15-Apr-13	MBL	On market purchase	AUD 2.38	19	FPO	19
15-Apr-13	MBL	On market purchase	AUD 2.37	36	FPO	36
15-Apr-13	MBL	On market purchase	AUD 2.38	42	FPO	42
15-Apr-13	MBL	On market purchase	AUD 2.37	68	FPO	68
15-Apr-13	MBL	On market purchase	AUD 2.38	432	FPO	432
15-Apr-13	MBL	On market purchase	AUD 2.37	438	FPO	438
15-Apr-13	MBL	On market purchase	AUD 2.37	570	FPO	570
15-Apr-13	MBL	On market purchase	AUD 2.38	581	FPO	581
15-Apr-13	MBL	On market purchase	AUD 2.38	778	FPO	778

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
15-Apr-13	MBL	On market purchase	AUD 2.39	927	FPO	927
15-Apr-13	MBL	On market purchase	AUD 2.36	1,113.00	FPO	1,113
15-Apr-13	MBL	On market purchase	AUD 2.39	2,329.00	FPO	2,329
15-Apr-13	MBL	On market purchase	AUD 2.40	3,684.00	FPO	3,684
15-Apr-13	MBL	On market purchase	AUD 2.40	4,500.00	FPO	4,500
15-Apr-13	MBL	On market purchase	AUD 2.38	9,862.00	FPO	9,862
15-Apr-13	MBL	On market purchase	AUD 2.37	17,183.00	FPO	17,183
15-Apr-13	MBL	On market purchase	AUD 2.37	18,391.00	FPO	18,391
15-Apr-13	MBL	On market purchase	AUD 2.40	25,363.00	FPO	25,363
15-Apr-13	MBL	On market purchase	AUD 2.40	49,752.00	FPO	49,752
16-Apr-13	MBL	On market sale	AUD 2.40	-19,181.00	FPO	19,181
16-Apr-13	MBL	On market sale	AUD 2.40	-18,513.00	FPO	18,513
16-Apr-13	MBL	On market sale	AUD 2.40	-9,132.00	FPO	9,132
16-Apr-13	MBL	On market sale	AUD 2.41	-8,731.00	FPO	8,731
16-Apr-13	MBL	On market sale	AUD 2.39	-8,173.00	FPO	8,173
16-Apr-13	MBL	On market sale	AUD 2.39	-6,635.00	FPO	6,635
16-Apr-13	MBL	On market sale	AUD 2.40	-4,488.00	FPO	4,488
16-Apr-13	MBL	On market sale	AUD 2.40	-3,768.00	FPO	3,768
16-Apr-13	MBL	On market sale	AUD 2.39	-3,248.00	FPO	3,248
16-Apr-13	MBL	On market sale	AUD 2.41	-2,442.00	FPO	2,442
16-Apr-13	MBL	On market sale	AUD 2.37	-2,244.00	FPO	2,244
16-Apr-13	MBL	On market sale	AUD 2.41	-1,794.00	FPO	1,794
16-Apr-13	MBL	On market sale	AUD 2.40	-1,405.00	FPO	1,405
16-Apr-13	MBL	On market sale	AUD 2.41	-1,045.00	FPO	1,045
16-Apr-13	MBL	On market sale	AUD 2.41	-1,002.00	FPO	1,002
16-Apr-13	MBL	On market sale	AUD 2.41	-1,000.00	FPO	1,000
16-Apr-13	MBL	On market sale	AUD 2.39	-628	FPO	628
16-Apr-13	MBL	On market sale	AUD 2.41	-492	FPO	492
16-Apr-13	MBL	On market purchase	AUD 2.39	1,209.00	FPO	1,209
16-Apr-13	MBL	On market purchase	AUD 2.40	2,013.00	FPO	2,013
16-Apr-13	MBL	On market purchase	AUD 2.40	3,500.00	FPO	3,500
17-Apr-13	MBL	On market sale	AUD 2.40	-13,182.00	FPO	13,182
17-Apr-13	MBL	On market sale	AUD 2.40	-10,800.00	FPO	10,800
17-Apr-13	MBL	On market sale	AUD 2.40	-10,780.00	FPO	10,780
17-Apr-13	MBL	On market sale	AUD 2.41	-4,946.00	FPO	4,946
17-Apr-13	MBL	On market sale	AUD 2.40	-4,771.00	FPO	4,771
17-Apr-13	MBL	On market sale	AUD 2.44	-4,525.00	FPO	4,525
17-Apr-13	MBL	On market sale	AUD 2.40	-4,138.00	FPO	4,138
17-Apr-13	MBL	On market sale	AUD 2.40	-1,986.00	FPO	1,986
17-Apr-13	MBL	On market sale	AUD 2.40	-1,603.00	FPO	1,603
17-Apr-13	MBL	On market sale	AUD 2.42	-1,353.00	FPO	1,353
17-Apr-13	MBL	On market sale	AUD 2.40	-557	FPO	557
17-Apr-13	MBL	On market sale	AUD 2.40	-119	FPO	119
17-Apr-13	MBL	On market purchase	AUD 2.43	603	FPO	603
17-Apr-13	MBL	On market purchase	AUD 2.40	628	FPO	628
17-Apr-13	MBL	On market purchase	AUD 2.40	1,256.00	FPO	1,256
17-Apr-13	MBL	On market purchase	AUD 2.41	2,603.00	FPO	2,603
17-Apr-13	MBL	On market purchase	AUD 2.40	2,791.00	FPO	2,791
17-Apr-13	MBL	On market purchase	AUD 2.40	3,942.00	FPO	3,942
17-Apr-13	MBL	On market purchase	AUD 2.39	6,661.00	FPO	6,661
17-Apr-13	MBL	On market purchase	AUD 2.41	7,172.00	FPO	7,172
17-Apr-13	MBL	On market purchase	AUD 2.40	11,441.00	FPO	11,441
17-Apr-13	MBL	On market purchase	AUD 2.42	12,247.00	FPO	12,247
18-Apr-13	MBL	On market sale	AUD 2.43	-91,526.00	FPO	91,526
18-Apr-13	MBL	On market sale	AUD 2.43	-33,053.00	FPO	33,053
18-Apr-13	MBL	On market sale	AUD 2.43	-28,040.00	FPO	28,040
18-Apr-13	MBL	On market sale	AUD 2.42	-14,741.00	FPO	14,741
18-Apr-13	MBL	On market sale	AUD 2.41	-13,571.00	FPO	13,571
18-Apr-13	MBL	On market sale	AUD 2.41	-10,366.00	FPO	10,366
18-Apr-13	MBL	On market sale	AUD 2.41	-5,521.00	FPO	5,521
18-Apr-13	MBL	On market sale	AUD 2.44	-4,093.00	FPO	4,093
18-Apr-13	MBL	On market sale	AUD 2.42	-2,000.00	FPO	2,000
18-Apr-13	MBL	On market sale	AUD 2.43	-1,400.00	FPO	1,400
18-Apr-13	MBL	On market sale	AUD 2.43	-1,293.00	FPO	1,293
18-Apr-13	MBL	On market sale	AUD 2.41	-628	FPO	628
18-Apr-13	MBL	On market sale	AUD 2.40	-493	FPO	493
18-Apr-13	MBL	On market sale	AUD 2.42	-50	FPO	50
18-Apr-13	MBL	On market sale	AUD 2.41	-1	FPO	1
18-Apr-13	MBL	On market purchase	AUD 2.39	1,900.00	FPO	1,900
18-Apr-13	MBL	On market purchase	AUD 2.42	2,113.00	FPO	2,113
18-Apr-13	MBL	On market purchase	AUD 2.41	3,696.00	FPO	3,696
18-Apr-13	MBL	On market purchase	AUD 2.39	6,413.00	FPO	6,413
19-Apr-13	MBL	On market sale	AUD 2.41	-6,596.00	FPO	6,596
19-Apr-13	MBL	On market sale	AUD 2.41	-5,900.00	FPO	5,900

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
19-Apr-13	MBL	On market sale	AUD 2.40	-3,252.00	FPO	3,252
19-Apr-13	MBL	On market sale	AUD 2.44	-1,682.00	FPO	1,682
19-Apr-13	MBL	On market sale	AUD 2.42	-724	FPO	724
19-Apr-13	MBL	On market purchase	AUD 2.39	51	FPO	51
19-Apr-13	MBL	On market purchase	AUD 2.39	77	FPO	77
19-Apr-13	MBL	On market purchase	AUD 2.39	183	FPO	183
19-Apr-13	MBL	On market purchase	AUD 2.40	884	FPO	884
19-Apr-13	MBL	On market purchase	AUD 2.39	1,023.00	FPO	1,023
19-Apr-13	MBL	On market purchase	AUD 2.41	1,300.00	FPO	1,300
19-Apr-13	MBL	On market purchase	AUD 2.42	1,574.00	FPO	1,574
19-Apr-13	MBL	On market purchase	AUD 2.40	2,683.00	FPO	2,683
19-Apr-13	MBL	On market purchase	AUD 2.41	4,400.00	FPO	4,400
19-Apr-13	MBL	On market purchase	AUD 2.40	11,086.00	FPO	11,086
19-Apr-13	MBL	On market purchase	AUD 2.40	22,074.00	FPO	22,074
19-Apr-13	MBL	On market purchase	AUD 2.41	23,023.00	FPO	23,023
19-Apr-13	MBL	On market purchase	AUD 2.41	25,981.00	FPO	25,981
19-Apr-13	MBL	On market purchase	AUD 2.41	45,314.00	FPO	45,314
22-Apr-13	MBL	On market sale	AUD 2.41	-18,115.00	FPO	18,115
22-Apr-13	MBL	On market sale	AUD 2.42	-17,824.00	FPO	17,824
22-Apr-13	MBL	On market sale	AUD 2.42	-3,527.00	FPO	3,527
22-Apr-13	MBL	On market sale	AUD 2.41	-1,703.00	FPO	1,703
22-Apr-13	MBL	On market sale	AUD 2.41	-427	FPO	427
22-Apr-13	MBL	On market purchase	AUD 2.41	120	FPO	120
22-Apr-13	MBL	On market purchase	AUD 2.41	129	FPO	129
22-Apr-13	MBL	On market purchase	AUD 2.40	1,121.00	FPO	1,121
22-Apr-13	MBL	On market purchase	AUD 2.41	1,172.00	FPO	1,172
22-Apr-13	MBL	On market purchase	AUD 2.42	5,487.00	FPO	5,487
22-Apr-13	MBL	On market purchase	AUD 2.42	5,537.00	FPO	5,537
22-Apr-13	MBL	On market purchase	AUD 2.40	22,623.00	FPO	22,623
22-Apr-13	MBL	On market purchase	AUD 2.40	22,623.00	FPO	22,623
23-Apr-13	MBL	On market sale	AUD 2.45	-78,779.00	FPO	78,779
23-Apr-13	MBL	On market sale	AUD 2.45	-14,739.00	FPO	14,739
23-Apr-13	MBL	On market sale	AUD 2.46	-8,169.00	FPO	8,169
23-Apr-13	MBL	On market sale	AUD 2.43	-6,712.00	FPO	6,712
23-Apr-13	MBL	On market sale	AUD 2.42	-5,024.00	FPO	5,024
23-Apr-13	MBL	On market sale	AUD 2.42	-4,871.00	FPO	4,871
23-Apr-13	MBL	On market sale	AUD 2.43	-4,214.00	FPO	4,214
23-Apr-13	MBL	On market sale	AUD 2.43	-4,108.00	FPO	4,108
23-Apr-13	MBL	On market sale	AUD 2.43	-4,088.00	FPO	4,088
23-Apr-13	MBL	On market sale	AUD 2.40	-3,991.00	FPO	3,991
23-Apr-13	MBL	On market sale	AUD 2.42	-1,753.00	FPO	1,753
23-Apr-13	MBL	On market sale	AUD 2.46	-1,374.00	FPO	1,374
23-Apr-13	MBL	On market sale	AUD 2.45	-615	FPO	615
23-Apr-13	MBL	On market sale	AUD 2.44	-180	FPO	180
23-Apr-13	MBL	On market sale	AUD 2.45	-13	FPO	13
23-Apr-13	MBL	On market sale	AUD 2.42	-13	FPO	13
23-Apr-13	MBL	On market purchase	AUD 2.44	2	FPO	2
23-Apr-13	MBL	On market purchase	AUD 2.42	628	FPO	628
23-Apr-13	MBL	On market purchase	AUD 2.41	1,121.00	FPO	1,121
23-Apr-13	MBL	On market purchase	AUD 2.42	2,038.00	FPO	2,038
23-Apr-13	MBL	On market purchase	AUD 2.45	4,661.00	FPO	4,661
23-Apr-13	MBL	On market purchase	AUD 2.42	4,760.00	FPO	4,760
23-Apr-13	MBL	On market purchase	AUD 2.41	6,297.00	FPO	6,297
23-Apr-13	MBL	On market purchase	AUD 2.42	8,346.00	FPO	8,346
23-Apr-13	MBL	On market purchase	AUD 2.40	10,181.00	FPO	10,181
23-Apr-13	MBL	On market purchase	AUD 2.42	18,114.00	FPO	18,114
23-Apr-13	MBL	On market purchase	AUD 2.41	29,120.00	FPO	29,120
24-Apr-13	MBL	On market sale	AUD 2.52	-20,220.00	FPO	20,220
24-Apr-13	MBL	On market sale	AUD 2.48	-12,313.00	FPO	12,313
24-Apr-13	MBL	On market sale	AUD 2.47	-10,085.00	FPO	10,085
24-Apr-13	MBL	On market sale	AUD 2.47	-9,870.00	FPO	9,870
24-Apr-13	MBL	On market sale	AUD 2.49	-9,053.00	FPO	9,053
24-Apr-13	MBL	On market sale	AUD 2.48	-8,195.00	FPO	8,195
24-Apr-13	MBL	On market sale	AUD 2.45	-3,573.00	FPO	3,573
24-Apr-13	MBL	On market sale	AUD 2.49	-1,224.00	FPO	1,224
24-Apr-13	MBL	On market sale	AUD 2.45	-1,000.00	FPO	1,000
24-Apr-13	MBL	On market purchase	AUD 2.49	19	FPO	19
24-Apr-13	MBL	On market purchase	AUD 2.48	628	FPO	628
24-Apr-13	MBL	On market purchase	AUD 2.49	1,256.00	FPO	1,256
24-Apr-13	MBL	On market purchase	AUD 2.48	1,256.00	FPO	1,256
24-Apr-13	MBL	On market purchase	AUD 2.46	2,112.00	FPO	2,112
24-Apr-13	MBL	On market purchase	AUD 2.43	2,242.00	FPO	2,242
24-Apr-13	MBL	On market purchase	AUD 2.44	8,336.00	FPO	8,336
24-Apr-13	MBL	On market purchase	AUD 2.46	13,305.00	FPO	13,305

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
24-Apr-13	MBL	On market purchase	AUD 2.52	14,345.00	FPO	14,345
26-Apr-13	MBL	On market sale	AUD 2.50	-10,000.00	FPO	10,000
26-Apr-13	MBL	On market sale	AUD 2.48	-9,234.00	FPO	9,234
26-Apr-13	MBL	On market sale	AUD 2.48	-5,531.00	FPO	5,531
26-Apr-13	MBL	On market sale	AUD 2.48	-3,700.00	FPO	3,700
26-Apr-13	MBL	On market sale	AUD 2.48	-2,963.00	FPO	2,963
26-Apr-13	MBL	On market sale	AUD 2.51	-2,802.00	FPO	2,802
26-Apr-13	MBL	On market sale	AUD 2.49	-2,256.00	FPO	2,256
26-Apr-13	MBL	On market sale	AUD 2.49	-336	FPO	336
26-Apr-13	MBL	On market sale	AUD 2.51	-300	FPO	300
26-Apr-13	MBL	On market sale	AUD 2.49	-100	FPO	100
26-Apr-13	MBL	On market sale	AUD 2.48	-100	FPO	100
26-Apr-13	MBL	On market sale	AUD 2.49	-2	FPO	2
26-Apr-13	MBL	On market purchase	AUD 2.51	83	FPO	83
26-Apr-13	MBL	On market purchase	AUD 2.48	1,026.00	FPO	1,026
26-Apr-13	MBL	On market purchase	AUD 2.48	2,463.00	FPO	2,463
26-Apr-13	MBL	On market purchase	AUD 2.48	2,496.00	FPO	2,496
26-Apr-13	MBL	On market purchase	AUD 2.48	2,923.00	FPO	2,923
26-Apr-13	MBL	On market purchase	AUD 2.48	4,443.00	FPO	4,443
26-Apr-13	MBL	On market purchase	AUD 2.47	5,043.00	FPO	5,043
26-Apr-13	MBL	On market purchase	AUD 2.48	15,309.00	FPO	15,309
29-Apr-13	MBL	On market purchase	AUD 2.43	130	FPO	130
29-Apr-13	MBL	On market purchase	AUD 2.48	1,681.00	FPO	1,681
29-Apr-13	MBL	On market purchase	AUD 2.44	8,611.00	FPO	8,611
30-Apr-13	MBL	On market sale	AUD 2.46	-294,529.00	FPO	294,529
30-Apr-13	MBL	On market sale	AUD 2.46	-49,293.00	FPO	49,293
30-Apr-13	MBL	On market sale	AUD 2.46	-22,418.00	FPO	22,418
30-Apr-13	MBL	On market sale	AUD 2.47	-11,946.00	FPO	11,946
30-Apr-13	MBL	On market sale	AUD 2.44	-8,004.00	FPO	8,004
30-Apr-13	MBL	On market sale	AUD 2.44	-7,885.00	FPO	7,885
30-Apr-13	MBL	On market sale	AUD 2.47	-6,335.00	FPO	6,335
30-Apr-13	MBL	On market sale	AUD 2.47	-3,330.00	FPO	3,330
30-Apr-13	MBL	On market sale	AUD 2.45	-3,317.00	FPO	3,317
30-Apr-13	MBL	On market sale	AUD 2.42	-2,242.00	FPO	2,242
30-Apr-13	MBL	On market sale	AUD 2.44	-1,235.00	FPO	1,235
30-Apr-13	MBL	On market sale	AUD 2.44	-1,100.00	FPO	1,100
30-Apr-13	MBL	On market sale	AUD 2.45	-13	FPO	13
30-Apr-13	MBL	On market purchase	AUD 2.44	36	FPO	36
30-Apr-13	MBL	On market purchase	AUD 2.43	113	FPO	113
30-Apr-13	MBL	On market purchase	AUD 2.47	1,706.00	FPO	1,706
30-Apr-13	MBL	On market purchase	AUD 2.44	3,327.00	FPO	3,327
30-Apr-13	MBL	On market purchase	AUD 2.47	7,424.00	FPO	7,424
30-Apr-13	MBL	On market purchase	AUD 2.47	11,364.00	FPO	11,364
30-Apr-13	MBL	On market purchase	AUD 2.45	13,033.00	FPO	13,033
30-Apr-13	MBL	On market purchase	AUD 2.44	21,793.00	FPO	21,793
30-Apr-13	MBL	On market purchase	AUD 2.46	294,529.00	FPO	294,529
01-May-13	MBL	On market sale	AUD 2.46	-9,569.00	FPO	9,569
01-May-13	MBL	On market sale	AUD 2.47	-5,185.00	FPO	5,185
01-May-13	MBL	On market sale	AUD 2.46	-4,684.00	FPO	4,684
01-May-13	MBL	On market sale	AUD 2.46	-1,681.00	FPO	1,681
01-May-13	MBL	On market sale	AUD 2.47	-1,000.00	FPO	1,000
01-May-13	MBL	On market sale	AUD 2.46	-848	FPO	848
01-May-13	MBL	On market sale	AUD 2.47	-195	FPO	195
01-May-13	MBL	On market sale	AUD 2.45	-91	FPO	91
01-May-13	MBL	On market purchase	AUD 2.45	951	FPO	951
01-May-13	MBL	On market purchase	AUD 2.46	1,121.00	FPO	1,121
01-May-13	MBL	On market purchase	AUD 2.45	2,008.00	FPO	2,008
01-May-13	MBL	On market purchase	AUD 2.47	13,934.00	FPO	13,934
02-May-13	MBL	On market sale	AUD 2.43	-14,790.00	FPO	14,790
02-May-13	MBL	On market sale	AUD 2.43	-5,644.00	FPO	5,644
02-May-13	MBL	On market sale	AUD 2.42	-5,417.00	FPO	5,417
02-May-13	MBL	On market sale	AUD 0.00	-5,417.00	FPO	5,417
02-May-13	MBL	On market sale	AUD 2.43	-100	FPO	100
02-May-13	MBL	On market sale	AUD 2.43	-17	FPO	17
02-May-13	MBL	On market purchase	AUD 2.42	595	FPO	595
02-May-13	MBL	On market purchase	AUD 2.42	1,760.00	FPO	1,760
02-May-13	MBL	On market purchase	AUD 2.42	2,063.00	FPO	2,063
02-May-13	MBL	On market purchase	AUD 2.42	2,291.00	FPO	2,291
02-May-13	MBL	On market purchase	AUD 0.00	5,417.00	FPO	5,417
02-May-13	MBL	On market purchase	AUD 2.43	7,390.00	FPO	7,390
03-May-13	MBL	On market sale	AUD 2.42	-7,842.00	FPO	7,842
06-May-13	MBL	On market purchase	AUD 2.44	112	FPO	112
07-May-13	MBL	On market sale	AUD 2.46	-8,715.00	FPO	8,715
07-May-13	MBL	On market sale	AUD 2.45	-5,362.00	FPO	5,362

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
07-May-13	MBL	On market sale	AUD 2.44	-3,333.00	FPO	3,333
07-May-13	MBL	On market sale	AUD 2.44	-1,647.00	FPO	1,647
07-May-13	MBL	On market sale	AUD 2.47	-1,143.00	FPO	1,143
07-May-13	MBL	On market sale	AUD 2.47	-627	FPO	627
07-May-13	MBL	On market sale	AUD 2.48	-627	FPO	627
07-May-13	MBL	On market sale	AUD 2.47	-200	FPO	200
07-May-13	MBL	On market sale	AUD 2.47	-191	FPO	191
07-May-13	MBL	On market sale	AUD 2.46	-100	FPO	100
07-May-13	MBL	On market sale	AUD 2.46	-94	FPO	94
07-May-13	MBL	On market sale	AUD 2.45	-4	FPO	4
07-May-13	MBL	On market purchase	AUD 2.44	2,179.00	FPO	2,179
07-May-13	MBL	On market purchase	AUD 2.46	3,375.00	FPO	3,375
08-May-13	MBL	On market sale	AUD 2.48	-20,185.00	FPO	20,185
08-May-13	MBL	On market sale	AUD 2.49	-13,634.00	FPO	13,634
08-May-13	MBL	On market sale	AUD 2.49	-5,570.00	FPO	5,570
08-May-13	MBL	On market sale	AUD 2.47	-2,275.00	FPO	2,275
08-May-13	MBL	On market sale	AUD 2.49	-1,290.00	FPO	1,290
08-May-13	MBL	On market sale	AUD 2.47	-1,100.00	FPO	1,100
08-May-13	MBL	On market sale	AUD 2.49	-900	FPO	900
08-May-13	MBL	On market sale	AUD 2.49	-664	FPO	664
08-May-13	MBL	On market purchase	AUD 2.49	423	FPO	423
08-May-13	MBL	On market purchase	AUD 2.47	1,432.00	FPO	1,432
08-May-13	MBL	On market purchase	AUD 2.47	4,544.00	FPO	4,544
08-May-13	MBL	On market purchase	AUD 2.49	9,878.00	FPO	9,878
08-May-13	MBL	On market purchase	AUD 2.47	11,739.00	FPO	11,739
08-May-13	MBL	On market purchase	AUD 2.49	13,634.00	FPO	13,634
09-May-13	MBL	On market sale	AUD 2.49	-13,634.00	FPO	13,634
09-May-13	MBL	On market sale	AUD 2.48	-13,435.00	FPO	13,435
09-May-13	MBL	On market sale	AUD 2.50	-9,065.00	FPO	9,065
09-May-13	MBL	On market sale	AUD 2.49	-4,249.00	FPO	4,249
09-May-13	MBL	On market sale	AUD 2.49	-3,921.00	FPO	3,921
09-May-13	MBL	On market sale	AUD 2.49	-2,600.00	FPO	2,600
09-May-13	MBL	On market sale	AUD 2.50	-2,000.00	FPO	2,000
09-May-13	MBL	On market sale	AUD 2.50	-1,500.00	FPO	1,500
09-May-13	MBL	On market sale	AUD 2.50	-1,208.00	FPO	1,208
09-May-13	MBL	On market purchase	AUD 2.49	28	FPO	28
09-May-13	MBL	On market purchase	AUD 2.47	1,351.00	FPO	1,351
09-May-13	MBL	On market purchase	AUD 2.49	1,918.00	FPO	1,918
10-May-13	MBL	On market sale	AUD 2.52	-5,429.00	FPO	5,429
10-May-13	MBL	On market sale	AUD 2.52	-2,772.00	FPO	2,772
10-May-13	MBL	On market sale	AUD 2.50	-1,864.00	FPO	1,864
10-May-13	MBL	On market sale	AUD 2.51	-1,067.00	FPO	1,067
10-May-13	MBL	On market purchase	AUD 2.50	150	FPO	150
10-May-13	MBL	On market purchase	AUD 2.51	627	FPO	627
10-May-13	MBL	On market purchase	AUD 2.51	1,256.00	FPO	1,256
10-May-13	MBL	On market purchase	AUD 2.50	2,108.00	FPO	2,108
10-May-13	MBL	On market purchase	AUD 2.50	2,507.00	FPO	2,507
10-May-13	MBL	On market purchase	AUD 2.51	8,121.00	FPO	8,121
13-May-13	MBL	On market sale	AUD 2.49	-8,121.00	FPO	8,121
13-May-13	MBL	On market sale	AUD 2.49	-5,624.00	FPO	5,624
13-May-13	MBL	On market sale	AUD 2.48	-3,359.00	FPO	3,359
13-May-13	MBL	On market sale	AUD 2.49	-1,500.00	FPO	1,500
13-May-13	MBL	On market purchase	AUD 2.48	87	FPO	87
13-May-13	MBL	On market purchase	AUD 2.48	108	FPO	108
13-May-13	MBL	On market purchase	AUD 2.49	114	FPO	114
13-May-13	MBL	On market purchase	AUD 2.49	138	FPO	138
13-May-13	MBL	On market purchase	AUD 2.49	182	FPO	182
13-May-13	MBL	On market purchase	AUD 2.49	224	FPO	224
13-May-13	MBL	On market purchase	AUD 2.49	627	FPO	627
13-May-13	MBL	On market purchase	AUD 2.50	5,624.00	FPO	5,624
13-May-13	MBL	On market purchase	AUD 2.49	8,175.00	FPO	8,175
13-May-13	MBL	On market purchase	AUD 2.49	15,949.00	FPO	15,949
14-May-13	MBL	On market sale	AUD 2.49	-1,120.00	FPO	1,120
14-May-13	MBL	On market sale	AUD 2.47	-672	FPO	672
14-May-13	MBL	On market sale	AUD 2.51	-362	FPO	362
14-May-13	MBL	On market sale	AUD 2.47	-85	FPO	85
14-May-13	MBL	On market sale	AUD 2.47	-40	FPO	40
14-May-13	MBL	On market sale	AUD 2.47	-17	FPO	17
14-May-13	MBL	On market sale	AUD 2.47	-10	FPO	10
14-May-13	MBL	On market sale	AUD 2.46	-7	FPO	7
14-May-13	MBL	On market purchase	AUD 2.47	108	FPO	108
14-May-13	MBL	On market purchase	AUD 2.48	121	FPO	121
14-May-13	MBL	On market purchase	AUD 2.47	284	FPO	284
14-May-13	MBL	On market purchase	AUD 2.47	361	FPO	361

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
14-May-13	MBL	On market purchase	AUD 2.47	514	FPO	514
14-May-13	MBL	On market purchase	AUD 2.49	627	FPO	627
14-May-13	MBL	On market purchase	AUD 2.51	627	FPO	627
14-May-13	MBL	On market purchase	AUD 2.47	776	FPO	776
14-May-13	MBL	On market purchase	AUD 2.47	873	FPO	873
14-May-13	MBL	On market purchase	AUD 2.47	1,056.00	FPO	1,056
14-May-13	MBL	On market purchase	AUD 2.47	1,100.00	FPO	1,100
14-May-13	MBL	On market purchase	AUD 2.50	1,319.00	FPO	1,319
14-May-13	MBL	On market purchase	AUD 2.47	1,898.00	FPO	1,898
14-May-13	MBL	On market purchase	AUD 2.47	2,253.00	FPO	2,253
14-May-13	MBL	On market purchase	AUD 2.48	2,520.00	FPO	2,520
14-May-13	MBL	On market purchase	AUD 2.47	5,300.00	FPO	5,300
14-May-13	MBL	On market purchase	AUD 2.48	6,222.00	FPO	6,222
14-May-13	MBL	On market purchase	AUD 2.46	6,730.00	FPO	6,730
14-May-13	MBL	On market purchase	AUD 2.47	8,330.00	FPO	8,330
14-May-13	MBL	On market purchase	AUD 2.46	29,387.00	FPO	29,387
15-May-13	MBL	On market sale	AUD 2.45	-6,492.00	FPO	6,492
15-May-13	MBL	On market sale	AUD 2.48	-1,463.00	FPO	1,463
15-May-13	MBL	On market sale	AUD 2.47	-1,000.00	FPO	1,000
15-May-13	MBL	On market sale	AUD 2.47	-656	FPO	656
15-May-13	MBL	On market sale	AUD 2.47	-344	FPO	344
15-May-13	MBL	On market purchase	AUD 2.47	177	FPO	177
15-May-13	MBL	On market purchase	AUD 2.48	700	FPO	700
15-May-13	MBL	On market purchase	AUD 2.47	941	FPO	941
15-May-13	MBL	On market purchase	AUD 2.47	19,715.00	FPO	19,715
16-May-13	MBL	On market sale	AUD 2.41	-26,139.00	FPO	26,139
16-May-13	MBL	On market sale	AUD 2.46	-11,875.00	FPO	11,875
16-May-13	MBL	On market sale	AUD 2.48	-7,545.00	FPO	7,545
16-May-13	MBL	On market sale	AUD 2.46	-6,725.00	FPO	6,725
16-May-13	MBL	On market sale	AUD 2.46	-6,037.00	FPO	6,037
16-May-13	MBL	On market sale	AUD 2.48	-2,700.00	FPO	2,700
16-May-13	MBL	On market sale	AUD 2.43	-1,434.00	FPO	1,434
16-May-13	MBL	On market sale	AUD 2.43	-700	FPO	700
16-May-13	MBL	On market sale	AUD 2.48	-594	FPO	594
16-May-13	MBL	On market sale	AUD 2.41	-417	FPO	417
16-May-13	MBL	On market sale	AUD 2.46	-225	FPO	225
16-May-13	MBL	On market sale	AUD 2.43	-10	FPO	10
16-May-13	MBL	On market purchase	AUD 2.46	1	FPO	1
16-May-13	MBL	On market purchase	AUD 2.46	700	FPO	700
16-May-13	MBL	On market purchase	AUD 2.43	700	FPO	700
16-May-13	MBL	On market purchase	AUD 2.47	901	FPO	901
16-May-13	MBL	On market purchase	AUD 2.47	1,400.00	FPO	1,400
16-May-13	MBL	On market purchase	AUD 2.43	1,707.00	FPO	1,707
16-May-13	MBL	On market purchase	AUD 2.42	2,162.00	FPO	2,162
16-May-13	MBL	On market purchase	AUD 2.48	2,246.00	FPO	2,246
16-May-13	MBL	On market purchase	AUD 2.42	2,426.00	FPO	2,426
16-May-13	MBL	On market purchase	AUD 2.43	3,000.00	FPO	3,000
16-May-13	MBL	On market purchase	AUD 2.45	3,257.00	FPO	3,257
16-May-13	MBL	On market purchase	AUD 2.43	3,700.00	FPO	3,700
16-May-13	MBL	On market purchase	AUD 2.45	4,100.00	FPO	4,100
16-May-13	MBL	On market purchase	AUD 2.43	5,524.00	FPO	5,524
16-May-13	MBL	On market purchase	AUD 2.43	5,569.00	FPO	5,569
16-May-13	MBL	On market purchase	AUD 2.47	10,158.00	FPO	10,158
16-May-13	MBL	On market purchase	AUD 2.45	14,100.00	FPO	14,100
16-May-13	MBL	On market purchase	AUD 2.43	14,212.00	FPO	14,212
16-May-13	MBL	On market purchase	AUD 2.44	15,297.00	FPO	15,297
17-May-13	MBL	On market sale	AUD 2.47	-11,822.00	FPO	11,822
17-May-13	MBL	On market sale	AUD 2.43	-11,353.00	FPO	11,353
17-May-13	MBL	On market sale	AUD 2.43	-10,160.00	FPO	10,160
17-May-13	MBL	On market sale	AUD 2.47	-8,105.00	FPO	8,105
17-May-13	MBL	On market sale	AUD 2.43	-6,843.00	FPO	6,843
17-May-13	MBL	On market sale	AUD 2.43	-5,455.00	FPO	5,455
17-May-13	MBL	On market sale	AUD 2.45	-4,227.00	FPO	4,227
17-May-13	MBL	On market sale	AUD 2.47	-4,200.00	FPO	4,200
17-May-13	MBL	On market sale	AUD 2.43	-2,253.00	FPO	2,253
17-May-13	MBL	On market sale	AUD 2.45	-1,827.00	FPO	1,827
17-May-13	MBL	On market sale	AUD 2.43	-1,390.00	FPO	1,390
17-May-13	MBL	On market sale	AUD 2.47	-1,307.00	FPO	1,307
17-May-13	MBL	On market sale	AUD 2.47	-603	FPO	603
17-May-13	MBL	On market sale	AUD 2.44	-529	FPO	529
17-May-13	MBL	On market sale	AUD 2.43	-168	FPO	168
17-May-13	MBL	On market purchase	AUD 2.43	627	FPO	627
17-May-13	MBL	On market purchase	AUD 2.46	627	FPO	627
17-May-13	MBL	On market purchase	AUD 2.45	879	FPO	879

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
17-May-13	MBL	On market purchase	AUD 2.48	919	FPO	919
17-May-13	MBL	On market purchase	AUD 2.47	1,145.00	FPO	1,145
17-May-13	MBL	On market purchase	AUD 2.42	1,158.00	FPO	1,158
17-May-13	MBL	On market purchase	AUD 2.48	1,347.00	FPO	1,347
17-May-13	MBL	On market purchase	AUD 2.44	1,401.00	FPO	1,401
17-May-13	MBL	On market purchase	AUD 2.45	1,881.00	FPO	1,881
17-May-13	MBL	On market purchase	AUD 2.45	2,013.00	FPO	2,013
17-May-13	MBL	On market purchase	AUD 2.48	2,706.00	FPO	2,706
17-May-13	MBL	On market purchase	AUD 2.43	2,800.00	FPO	2,800
17-May-13	MBL	On market purchase	AUD 2.43	2,987.00	FPO	2,987
17-May-13	MBL	On market purchase	AUD 2.44	4,300.00	FPO	4,300
17-May-13	MBL	On market purchase	AUD 2.44	4,695.00	FPO	4,695
17-May-13	MBL	On market purchase	AUD 2.43	7,187.00	FPO	7,187
17-May-13	MBL	On market purchase	AUD 2.43	7,809.00	FPO	7,809
17-May-13	MBL	On market purchase	AUD 2.43	8,556.00	FPO	8,556
17-May-13	MBL	On market purchase	AUD 2.43	9,871.00	FPO	9,871
17-May-13	MBL	On market purchase	AUD 2.43	10,756.00	FPO	10,756
17-May-13	MBL	On market purchase	AUD 2.43	10,758.00	FPO	10,758
20-May-13	MBL	On market sale	AUD 2.48	-17,435.00	FPO	17,435
20-May-13	MBL	On market sale	AUD 2.48	-12,487.00	FPO	12,487
20-May-13	MBL	On market sale	AUD 2.48	-11,888.00	FPO	11,888
20-May-13	MBL	On market sale	AUD 2.48	-8,200.00	FPO	8,200
20-May-13	MBL	On market sale	AUD 2.47	-6,741.00	FPO	6,741
20-May-13	MBL	On market sale	AUD 2.47	-4,200.00	FPO	4,200
20-May-13	MBL	On market sale	AUD 2.47	-1,928.00	FPO	1,928
20-May-13	MBL	On market sale	AUD 2.48	-1,400.00	FPO	1,400
20-May-13	MBL	On market sale	AUD 2.48	-1,388.00	FPO	1,388
20-May-13	MBL	On market sale	AUD 2.47	-1,120.00	FPO	1,120
20-May-13	MBL	On market sale	AUD 2.48	-764	FPO	764
20-May-13	MBL	On market sale	AUD 2.48	-700	FPO	700
20-May-13	MBL	On market sale	AUD 2.48	-700	FPO	700
20-May-13	MBL	On market sale	AUD 2.47	-313	FPO	313
20-May-13	MBL	On market sale	AUD 2.47	-131	FPO	131
20-May-13	MBL	On market purchase	AUD 2.46	164	FPO	164
20-May-13	MBL	On market purchase	AUD 2.48	262	FPO	262
20-May-13	MBL	On market purchase	AUD 2.48	700	FPO	700
20-May-13	MBL	On market purchase	AUD 2.47	779	FPO	779
20-May-13	MBL	On market purchase	AUD 2.46	823	FPO	823
20-May-13	MBL	On market purchase	AUD 2.48	1,069.00	FPO	1,069
20-May-13	MBL	On market purchase	AUD 2.47	1,352.00	FPO	1,352
20-May-13	MBL	On market purchase	AUD 2.48	2,386.00	FPO	2,386
20-May-13	MBL	On market purchase	AUD 2.48	2,925.00	FPO	2,925
20-May-13	MBL	On market purchase	AUD 2.47	2,942.00	FPO	2,942
20-May-13	MBL	On market purchase	AUD 2.48	3,000.00	FPO	3,000
20-May-13	MBL	On market purchase	AUD 2.48	8,190.00	FPO	8,190
20-May-13	MBL	On market purchase	AUD 2.45	12,547.00	FPO	12,547
20-May-13	MBL	On market purchase	AUD 2.47	24,954.00	FPO	24,954
21-May-13	MBL	On market sale	AUD 2.42	-8,895.00	FPO	8,895
21-May-13	MBL	On market sale	AUD 2.43	-5,567.00	FPO	5,567
21-May-13	MBL	On market sale	AUD 2.43	-4,600.00	FPO	4,600
21-May-13	MBL	On market sale	AUD 2.43	-2,240.00	FPO	2,240
21-May-13	MBL	On market sale	AUD 2.42	-1,847.00	FPO	1,847
21-May-13	MBL	On market sale	AUD 2.42	-627	FPO	627
21-May-13	MBL	On market sale	AUD 2.43	-579	FPO	579
21-May-13	MBL	On market sale	AUD 2.42	-525	FPO	525
21-May-13	MBL	On market sale	AUD 2.42	-42	FPO	42
21-May-13	MBL	On market purchase	AUD 2.42	90	FPO	90
21-May-13	MBL	On market purchase	AUD 2.42	246	FPO	246
21-May-13	MBL	On market purchase	AUD 2.42	800	FPO	800
21-May-13	MBL	On market purchase	AUD 2.42	1,993.00	FPO	1,993
21-May-13	MBL	On market purchase	AUD 2.42	3,000.00	FPO	3,000
21-May-13	MBL	On market purchase	AUD 2.42	3,500.00	FPO	3,500
21-May-13	MBL	On market purchase	AUD 2.42	3,652.00	FPO	3,652
21-May-13	MBL	On market purchase	AUD 2.42	3,940.00	FPO	3,940
21-May-13	MBL	On market purchase	AUD 2.42	5,200.00	FPO	5,200
21-May-13	MBL	On market purchase	AUD 2.42	8,433.00	FPO	8,433
21-May-13	MBL	On market purchase	AUD 2.43	10,585.00	FPO	10,585
21-May-13	MBL	On market purchase	AUD 2.42	28,827.00	FPO	28,827
22-May-13	MBL	On market sale	AUD 2.39	-13,736.00	FPO	13,736
22-May-13	MBL	On market sale	AUD 2.40	-13,390.00	FPO	13,390
22-May-13	MBL	On market sale	AUD 2.43	-7,025.00	FPO	7,025
22-May-13	MBL	On market sale	AUD 2.36	-7,009.00	FPO	7,009
22-May-13	MBL	On market sale	AUD 2.40	-5,264.00	FPO	5,264
22-May-13	MBL	On market sale	AUD 2.42	-4,480.00	FPO	4,480

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
22-May-13	MBL	On market sale	AUD 2.36	-3,703.00	FPO	3,703
22-May-13	MBL	On market sale	AUD 2.37	-3,580.00	FPO	3,580
22-May-13	MBL	On market sale	AUD 2.40	-3,305.00	FPO	3,305
22-May-13	MBL	On market sale	AUD 2.38	-3,164.00	FPO	3,164
22-May-13	MBL	On market sale	AUD 2.41	-2,860.00	FPO	2,860
22-May-13	MBL	On market sale	AUD 2.39	-2,855.00	FPO	2,855
22-May-13	MBL	On market sale	AUD 2.39	-2,697.00	FPO	2,697
22-May-13	MBL	On market sale	AUD 2.42	-1,000.00	FPO	1,000
22-May-13	MBL	On market sale	AUD 2.43	-800	FPO	800
22-May-13	MBL	On market sale	AUD 2.41	-250	FPO	250
22-May-13	MBL	On market sale	AUD 2.41	-100	FPO	100
22-May-13	MBL	On market sale	AUD 2.38	-100	FPO	100
22-May-13	MBL	On market sale	AUD 2.41	-100	FPO	100
22-May-13	MBL	On market purchase	AUD 2.41	800	FPO	800
22-May-13	MBL	On market purchase	AUD 2.38	1,120.00	FPO	1,120
22-May-13	MBL	On market purchase	AUD 2.38	2,834.00	FPO	2,834
22-May-13	MBL	On market purchase	AUD 2.41	3,360.00	FPO	3,360
22-May-13	MBL	On market purchase	AUD 2.41	4,253.00	FPO	4,253
22-May-13	MBL	On market purchase	AUD 2.36	6,198.00	FPO	6,198
22-May-13	MBL	On market purchase	AUD 2.36	6,452.00	FPO	6,452
22-May-13	MBL	On market purchase	AUD 2.38	7,876.00	FPO	7,876
22-May-13	MBL	On market purchase	AUD 2.41	8,422.00	FPO	8,422
22-May-13	MBL	On market purchase	AUD 2.37	10,289.00	FPO	10,289
23-May-13	MBL	On market sale	AUD 2.37	-8,623.00	FPO	8,623
24-May-13	MBL	On market sale	AUD 2.37	-14,007.00	FPO	14,007
24-May-13	MBL	On market sale	AUD 2.33	-1,254.00	FPO	1,254
24-May-13	MBL	On market sale	AUD 2.34	-1,056.00	FPO	1,056
24-May-13	MBL	On market sale	AUD 2.34	-909	FPO	909
24-May-13	MBL	On market sale	AUD 2.33	-825	FPO	825
24-May-13	MBL	On market sale	AUD 2.30	-627	FPO	627
24-May-13	MBL	On market sale	AUD 2.34	-627	FPO	627
24-May-13	MBL	On market sale	AUD 2.34	-627	FPO	627
30-May-13	MBL	On market sale	AUD 2.28	-26,733.00	FPO	26,733
30-May-13	MBL	On market purchase	AUD 2.27	2,798.00	FPO	2,798
30-May-13	MBL	On market purchase	AUD 2.28	4,029.00	FPO	4,029
31-May-13	MBL	On market sale	AUD 2.26	-559	FPO	559
31-May-13	MBL	On market purchase	AUD 2.28	627	FPO	627
31-May-13	MBL	On market purchase	AUD 2.32	26,225.00	FPO	26,225
03-Jun-13	MBL	On market sale	AUD 2.32	-7,831.00	FPO	7,831
03-Jun-13	MBL	On market sale	AUD 2.32	-3,692.00	FPO	3,692
04-Jun-13	MBL	On market sale	AUD 2.28	-13,357.00	FPO	13,357
04-Jun-13	MBL	On market sale	AUD 2.30	-3,356.00	FPO	3,356
04-Jun-13	MBL	On market sale	AUD 2.27	-589	FPO	589
04-Jun-13	MBL	On market sale	AUD 2.28	-37	FPO	37
05-Jun-13	MBL	On market sale	AUD 2.27	-7,247.00	FPO	7,247
05-Jun-13	MBL	On market sale	AUD 2.25	-4,473.00	FPO	4,473
05-Jun-13	MBL	On market sale	AUD 2.26	-1,252.00	FPO	1,252
06-Jun-13	MBL	On market sale	AUD 2.26	-3,914.00	FPO	3,914
06-Jun-13	MBL	On market sale	AUD 2.24	-2,729.00	FPO	2,729
06-Jun-13	MBL	On market sale	AUD 2.24	-626	FPO	626
07-Jun-13	MBL	On market sale	AUD 2.24	-70,096.00	FPO	70,096
07-Jun-13	MBL	On market sale	AUD 2.24	-70,096.00	FPO	70,096
07-Jun-13	MBL	On market sale	AUD 2.24	-23,861.00	FPO	23,861
07-Jun-13	MBL	On market sale	AUD 2.23	-2,795.00	FPO	2,795
07-Jun-13	MBL	On market sale	AUD 2.23	-626	FPO	626
11-Jun-13	MBL	On market sale	AUD 2.23	-3,242.00	FPO	3,242
12-Jun-13	MBL	On market sale	AUD 2.22	-2,236.00	FPO	2,236
12-Jun-13	MBL	On market purchase	AUD 2.26	5,365.00	FPO	5,365
13-Jun-13	MBL	On market sale	AUD 2.17	-7,355.00	FPO	7,355
13-Jun-13	MBL	On market sale	AUD 2.23	-2,235.00	FPO	2,235
13-Jun-13	MBL	On market sale	AUD 2.19	-626	FPO	626
13-Jun-13	MBL	On market sale	AUD 2.19	-626	FPO	626
28-Mar-13	MPPM	On market purchase	AUD 2.29	163	FPO	163
28-Mar-13	MPPM	On market sale	AUD 2.29	-297	FPO	297
03-Apr-13	MPPM	On market purchase	AUD 2.35	1,893	FPO	1,893
05-Apr-13	MPPM	On market purchase	AUD 2.32	625	FPO	625
09-Apr-13	MPPM	On market purchase	AUD 2.35	1,704	FPO	1,704
23-Apr-13	MPPM	On market purchase	AUD 2.42	804	FPO	804
26-Apr-13	MPPM	On market purchase	AUD 2.47	561	FPO	561
03-May-13	MPPM	On market purchase	AUD 2.44	595	FPO	595
06-May-13	MPPM	On market purchase	AUD 2.44	588	FPO	588
04-Jun-13	MPPM	On market purchase	AUD 2.29	1,865	FPO	1,865
06-Jun-13	MPPM	On market purchase	AUD 2.24	2,171	FPO	2,171
26-Mar-13	MIML	On Market Purchase	AUD 2.29	1,805	FPO	1,805

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
27-Mar-13	MFMHK	On Market Purchase	AUD 2.29	38,838	FPO	38,838
02-Apr-13	MFMHK	On Market Sale	AUD 2.32	-3,454	FPO	3,454
04-Apr-13	MIML	Off Market Crossing	AUD 2.35	85,677	FPO	85,677
04-Apr-13	MIML	Off Market Crossing	AUD 2.35	85,677	FPO	85,677
18-Apr-13	MIML	On Market Purchase	AUD 2.41	103,364	FPO	103,364
30-Apr-13	MIML	On Market Purchase	AUD 2.46	18,156	FPO	18,156
30-Apr-13	MIML	On Market Purchase	AUD 2.46	8,264	FPO	8,264
06-May-13	MFMHK	On Market Sale	AUD 2.45	-16,009	FPO	16,009
08-May-13	MIML	On Market Purchase	AUD 2.48	296,444	FPO	296,444
08-May-13	MIML	On Market Purchase	AUD 2.49	6,174	FPO	6,174
13-May-13	MIML	On Market Purchase	AUD 2.49	5,675	FPO	5,675
13-May-13	MFMHK	On Market Sale	AUD 2.49	-17,098	FPO	17,098
20-May-13	MFMHK	On Market Sale	AUD 2.47	-17,098	FPO	17,098
23-May-13	MIML	Inspecie transfer from client	AUD 2.37	145,460	FPO	145,460
23-May-13	MIML	On Market Sale	AUD 2.37	-42,760	FPO	42,760
23-May-13	MIML	On Market Sale	AUD 2.39	-31,615	FPO	31,615
23-May-13	MIML	On Market Sale	AUD 2.39	-12,452	FPO	12,452
23-May-13	MIML	On Market Sale	AUD 2.39	-31,474	FPO	31,474
23-May-13	MIML	On Market Sale	AUD 2.39	-41,573	FPO	41,573
23-May-13	MIML	On Market Sale	AUD 2.39	-16,503	FPO	16,503
23-May-13	MIML	On Market Sale	AUD 2.39	-179,382	FPO	179,382
23-May-13	MIML	On Market Sale	AUD 2.39	-68,370	FPO	68,370
23-May-13	MFMHK	On Market Sale	AUD 2.38	-14,841	FPO	14,841
23-May-13	MFMHK	On Market Sale	AUD 2.38	-14,826	FPO	14,826
23-May-13	MFMHK	On Market Sale	AUD 2.38	-12,880	FPO	12,880
23-May-13	MQSIML	On Market Sale	AUD 2.38	-4,007	FPO	4,007
23-May-13	MFMHK	On Market Sale	AUD 2.38	-70,000	FPO	70,000
23-May-13	MFMHK	On Market Sale	AUD 2.38	-14,645	FPO	14,645
23-May-13	MIML	On Market Sale	AUD 2.40	-25,759	FPO	25,759
23-May-13	MIML	On Market Sale	AUD 2.40	-146,154	FPO	146,154
23-May-13	MIML	On Market Sale	AUD 2.40	-32	FPO	32
23-May-13	MIML	On Market Sale	AUD 2.40	-13,446	FPO	13,446
23-May-13	MIML	On Market Sale	AUD 2.40	-33,872	FPO	33,872
23-May-13	MIML	On Market Sale	AUD 2.40	-25,644	FPO	25,644
23-May-13	MIML	On Market Sale	AUD 2.40	-55,705	FPO	55,705
23-May-13	MIML	On Market Sale	AUD 2.40	-10,146	FPO	10,146
24-May-13	MIML	On Market Sale	AUD 2.37	-4,194	FPO	4,194
24-May-13	MIML	On Market Sale	AUD 2.37	-7,189	FPO	7,189
24-May-13	MIML	On Market Sale	AUD 2.37	-27,680	FPO	27,680
24-May-13	MIML	On Market Sale	AUD 2.37	-156,336	FPO	156,336
24-May-13	MIML	On Market Sale	AUD 2.37	-14,070	FPO	14,070
24-May-13	MIML	On Market Sale	AUD 2.37	-37,268	FPO	37,268
24-May-13	MIML	On Market Sale	AUD 2.37	-27,453	FPO	27,453
24-May-13	MIML	On Market Sale	AUD 2.37	-5,730	FPO	5,730
24-May-13	MIML	On Market Sale	AUD 2.37	-59,131	FPO	59,131
24-May-13	MIML	On Market Sale	AUD 2.37	-10,949	FPO	10,949
28-May-13	MIML	On Market Sale	AUD 2.34	-16,341	FPO	16,341
28-May-13	MIML	On Market Sale	AUD 2.34	-108,944	FPO	108,944
28-May-13	MIML	On Market Sale	AUD 2.34	-27,236	FPO	27,236
29-May-13	MIML	On Market Sale	AUD 2.32	-24,026	FPO	24,026
31-May-13	MIML	On Market Sale	AUD 2.33	-19,607	FPO	19,607
31-May-13	MIML	On Market Sale	AUD 2.33	-7,756	FPO	7,756
31-May-13	MIML	On Market Sale	AUD 2.33	-19,447	FPO	19,447
31-May-13	MIML	On Market Sale	AUD 2.33	-24,762	FPO	24,762
31-May-13	MIML	On Market Sale	AUD 2.33	-9,967	FPO	9,967
31-May-13	MIML	On Market Sale	AUD 2.33	-99,821	FPO	99,821
31-May-13	MIML	On Market Sale	AUD 2.33	-36,747	FPO	36,747
03-Jun-13	MQSIML	On Market Sale	AUD 2.32	-8,477	FPO	8,477
03-Jun-13	MFMHK	On Market Sale	AUD 2.32	-122,354	FPO	122,354
03-Jun-13	MIML	On Market Sale	AUD 2.32	-23,863	FPO	23,863
03-Jun-13	MIML	On Market Sale	AUD 2.32	-21,645	FPO	21,645
03-Jun-13	MIML	On Market Sale	AUD 2.32	-27,157	FPO	27,157
03-Jun-13	MIML	On Market Sale	AUD 2.32	-15,842	FPO	15,842
03-Jun-13	MIML	On Market Sale	AUD 2.32	-94,078	FPO	94,078
03-Jun-13	MIML	On Market Sale	AUD 2.32	-37,214	FPO	37,214
03-Jun-13	MIML	On Market Sale	AUD 2.32	-93,308	FPO	93,308
03-Jun-13	MIML	On Market Sale	AUD 2.32	-118,807	FPO	118,807
03-Jun-13	MIML	On Market Sale	AUD 2.32	-47,821	FPO	47,821
03-Jun-13	MIML	On Market Sale	AUD 2.32	-478,949	FPO	478,949
03-Jun-13	MIML	On Market Sale	AUD 2.32	-176,316	FPO	176,316
04-Jun-13	MIML	Inspecie transfer to client	AUD 2.28	-1,774,300	FPO	1,774,300
06-Jun-13	MFMHK	On Market Sale	AUD 2.24	-1,294	FPO	1,294
07-Jun-13	MFMHK	On Market Sale	AUD 2.24	-3,612	FPO	3,612
07-Jun-13	MIML	On Market Sale	AUD 2.24	-20,770	FPO	20,770

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
07-Jun-13	MIML	On Market Sale	AUD 2.24	-18,841	FPO	18,841
07-Jun-13	MIML	On Market Sale	AUD 2.24	-23,638	FPO	23,638
07-Jun-13	MIML	On Market Sale	AUD 2.24	-13,790	FPO	13,790
07-Jun-13	MIML	On Market Sale	AUD 2.24	-81,881	FPO	81,881
07-Jun-13	MIML	On Market Sale	AUD 2.24	-32,390	FPO	32,390
07-Jun-13	MIML	On Market Sale	AUD 2.24	-81,212	FPO	81,212
07-Jun-13	MIML	On Market Sale	AUD 2.24	-103,405	FPO	103,405
07-Jun-13	MIML	On Market Sale	AUD 2.24	-41,622	FPO	41,622
07-Jun-13	MIML	On Market Sale	AUD 2.24	-153,459	FPO	153,459
14-Jun-13	MIML	On Market Purchase	AUD 2.21	32,938	FPO	32,938
30-Apr-13	MIML	On Market Sale	AUD 2.46	-2,536	FPO	2,536
11-Apr-13	MIML	On Market Purchase	AUD 2.37	18,904	FPO	18,904
19-Feb-13	MIML	On Market Purchase	AUD 2.18	2,486	FPO	2,486
11-Apr-2013	AMP Capital Investors (NZ) Limited	Share acquisition	AUD 2.37	101,673	FPO	101,673
18-Apr-2013	AMP Capital Investors (NZ) Limited	Share acquisition	AUD 2.41	443,983	FPO	443,983
25-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.27	-7,200	FPO	7,200
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-390,305	FPO	390,305
26-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.28	241,877	FPO	241,877
26-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.28	59,510	FPO	59,510
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-14,804	FPO	14,804
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-386,918	FPO	386,918
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-33,004	FPO	33,004
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-173,408	FPO	173,408
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-2,417	FPO	2,417
26-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.27	19,837	FPO	19,837
26-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.28	167,342	FPO	167,342
26-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.28	-100,895	FPO	100,895
27-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.29	317,257	FPO	317,257
27-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.29	78,063	FPO	78,063
27-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.30	515,632	FPO	515,632
27-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.30	199,923	FPO	199,923
28-Mar-2013	AMP Capital Investors Limited	Share disposal	AUD 2.29	-58,912	FPO	58,912
28-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	58,939	FPO	58,939
28-Mar-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.30	4,367	FPO	4,367
02-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	46,886	FPO	46,886
02-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	395,899	FPO	395,899
02-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	97,758	FPO	97,758
02-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	46,764	FPO	46,764
03-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.36	-988,693	FPO	988,693
03-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.38	-45,959	FPO	45,959
03-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.38	-242,817	FPO	242,817
03-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.36	-27,267	FPO	27,267
03-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.36	-134,748	FPO	134,748
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.35	50,816	FPO	50,816
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.35	274,882	FPO	274,882
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.35	68,697	FPO	68,697
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.34	84,412	FPO	84,412
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.34	6,572	FPO	6,572
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.34	35,549	FPO	35,549
08-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.34	8,884	FPO	8,884
09-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.36	23,262	FPO	23,262
09-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.36	34,500	FPO	34,500
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.32	-47,478	FPO	47,478
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.32	-161,798	FPO	161,798
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.32	-40,724	FPO	40,724
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.31	-66,968	FPO	66,968
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.31	-228,215	FPO	228,215
10-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.31	-57,442	FPO	57,442
12-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.38	-350,529	FPO	350,529
15-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.40	-45,526	FPO	45,526
15-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.40	-227,693	FPO	227,693
17-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.40	-8,955	FPO	8,955
17-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.40	-43,436	FPO	43,436
17-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.41	-18,248	FPO	18,248
17-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.41	-88,510	FPO	88,510
18-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.39	-14,000	FPO	14,000
18-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.41	60,000	FPO	60,000
18-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.39	-36,000	FPO	36,000
19-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.41	-200,737	FPO	200,737
23-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.41	-76,460	FPO	76,460
26-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.48	-302,530	FPO	302,530
26-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.48	-78,107	FPO	78,107

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
26-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.50	125,558	FPO	125,558
29-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-21,116	FPO	21,116
29-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-106,232	FPO	106,232
30-Apr-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.44	144,151	FPO	144,151
30-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-17,872	FPO	17,872
30-Apr-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-89,915	FPO	89,915
06-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.47	44,405	FPO	44,405
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	23,069	FPO	23,069
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	34,610	FPO	34,610
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	210,761	FPO	210,761
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	51,480	FPO	51,480
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	34,610	FPO	34,610
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	210,761	FPO	210,761
08-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	51,481	FPO	51,481
09-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	421,372	FPO	421,372
09-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	103,021	FPO	103,021
13-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.49	35,667	FPO	35,667
14-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-70,582	FPO	70,582
15-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.45	-58,707	FPO	58,707
15-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-509,658	FPO	509,658
15-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.46	-124,890	FPO	124,890
17-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.45	10,000	FPO	10,000
17-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.45	648,267	FPO	648,267
17-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.45	160,276	FPO	160,276
17-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.45	3,900	FPO	3,900
17-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.46	96,154	FPO	96,154
20-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.47	245,086	FPO	245,086
22-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.41	26,360	FPO	26,360
23-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.38	-120,023	FPO	120,023
23-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.38	-157,725	FPO	157,725
24-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	64,885	FPO	64,885
24-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	323,194	FPO	323,194
24-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.37	61,700	FPO	61,700
24-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.37	-61,700	FPO	61,700
24-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.37	1,245	FPO	1,245
24-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.34	17,247	FPO	17,247
27-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	203,077	FPO	203,077
27-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	3,376	FPO	3,376
28-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	88,337	FPO	88,337
28-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	60,158	FPO	60,158
28-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.32	6,000	FPO	6,000
29-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	32,619	FPO	32,619
31-May-2013	AMP Capital Investors Limited	Share disposal	AUD 2.26	-48,711	FPO	48,711
31-May-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.33	182,266	FPO	182,266
04-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.29	231,715	FPO	231,715
05-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.27	602,433	FPO	602,433
06-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.24	50,000	FPO	50,000
07-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.24	109,157	FPO	109,157
11-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.24	52,463	FPO	52,463
11-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.23	-93,163	FPO	93,163
11-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.24	-10,374	FPO	10,374
12-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.23	-23,831	FPO	23,831
12-Jun-2013	AMP Capital Investors Limited	Share acquisition	AUD 2.26	22,723	FPO	22,723
13-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.17	-58,545	FPO	58,545
13-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.18	-433,337	FPO	433,337
13-Jun-2013	AMP Capital Investors Limited	Share disposal	AUD 2.18	-111,926	FPO	111,926
25-Mar-2013	AMP Life Limited	Share disposal	AUD 2.24	-27,835	FPO	27,835
25-Mar-2013	AMP Life Limited	Share disposal	AUD 2.26	-47,500	FPO	47,500
26-Mar-2013	AMP Life Limited	Share disposal	AUD 2.28	-118,736	FPO	118,736
26-Mar-2013	AMP Life Limited	Share disposal	AUD 2.28	-60,770	FPO	60,770
26-Mar-2013	AMP Life Limited	Share disposal	AUD 2.28	-1,139,057	FPO	1,139,057
26-Mar-2013	AMP Life Limited	Share disposal	AUD 2.28	-59,543	FPO	59,543
26-Mar-2013	AMP Life Limited	Share disposal	AUD 2.28	-77,366	FPO	77,366
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.38	-673,257	FPO	673,257
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.38	-46,249	FPO	46,249
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-397,951	FPO	397,951
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-27,335	FPO	27,335
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-510,811	FPO	510,811
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-811,610	FPO	811,610
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-153,134	FPO	153,134
03-Apr-2013	AMP Life Limited	Share disposal	AUD 2.36	-24,445	FPO	24,445
08-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-134,307	FPO	134,307
08-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-213,397	FPO	213,397
08-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-40,263	FPO	40,263

Date of change	Person whose relevant interest changed	Nature of change	Consideration	Number of securities affected	Class	Person's votes affected
08-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-6,428	FPO	6,428
09-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-206,233	FPO	206,233
09-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-327,677	FPO	327,677
09-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-61,826	FPO	61,826
09-Apr-2013	AMP Life Limited	Share disposal	AUD 2.35	-9,869	FPO	9,869
12-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-851,352	FPO	851,352
12-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-1,352,684	FPO	1,352,684
12-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-255,223	FPO	255,223
12-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-40,741	FPO	40,741
15-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-667,094	FPO	667,094
15-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-45,977	FPO	45,977
17-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-130,563	FPO	130,563
17-Apr-2013	AMP Life Limited	Share disposal	AUD 2.40	-9,018	FPO	9,018
17-Apr-2013	AMP Life Limited	Share disposal	AUD 2.41	-266,055	FPO	266,055
17-Apr-2013	AMP Life Limited	Share disposal	AUD 2.41	-18,375	FPO	18,375
19-Apr-2013	AMP Life Limited	Share disposal	AUD 2.41	-122,757	FPO	122,757
29-Apr-2013	AMP Life Limited	Share disposal	AUD 2.46	-307,918	FPO	307,918
29-Apr-2013	AMP Life Limited	Share disposal	AUD 2.46	-21,154	FPO	21,154
30-Apr-2013	AMP Life Limited	Share disposal	AUD 2.46	-260,624	FPO	260,624
30-Apr-2013	AMP Life Limited	Share disposal	AUD 2.46	-17,906	FPO	17,906
23-May-2013	AMP Life Limited	Share disposal	AUD 2.37	-85,600	FPO	85,600
24-May-2013	AMP Life Limited	Share acquisition	AUD 2.33	951,899	FPO	951,899
24-May-2013	AMP Life Limited	Share acquisition	AUD 2.33	65,350	FPO	65,350
24-May-2013	AMP Life Limited	Share disposal	AUD 2.34	-52,700	FPO	52,700
04-Jun-2013	AMP Life Limited	Share acquisition	AUD 2.29	111,115	FPO	111,115
05-Jun-2013	AMP Life Limited	Share acquisition	AUD 2.27	288,885	FPO	288,885
04-Apr-2013	ipac Asset Management Limited	Share disposal	AUD 2.34	-633,580	FPO	633,580
02-May-2013	ipac Asset Management Limited	Share acquisition	AUD 2.43	200,000	FPO	200,000
07-May-2013	ipac Asset Management Limited	Share acquisition	AUD 2.46	250,000	FPO	250,000
17-May-2013	ipac Asset Management Limited	Share acquisition	AUD 2.45	74,360	FPO	74,360
20-May-2013	ipac Asset Management Limited	Share disposal	AUD 2.46	-353,559	FPO	353,559
28-May-2013	ipac Asset Management Limited	Share acquisition	AUD 2.33	150,000	FPO	150,000
29-May-2013	ipac Asset Management Limited	Share acquisition	AUD 2.32	182,914	FPO	182,914

ANNEXURE 'C'

This is the annexure marked ‘C’ of 40 pages referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
17 June 2013

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DC83639

NATIONAL AUSTRALIA BANK LIMITED.

Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (61 2) 9259 5898
Fax: (61 2) 9259 5432

Coversheet
to

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT*

(Version: 4 April 1997)

dated as of: 22 SEP 2000 ....

Between: Macquarie Bank Limited

And: National Australia Bank Limited

* *This agreement is adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements.*

* *This agreement is also subject to the "Warning and Disclaimer" on the coversheet to the User's Guide relating to this agreement.*

SOLICITORS
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (61 2) 9296 2000
Fax (61 2) 9296 3999
DX 113 Sydney
Ref: JCK

Contents	Agreement	Page No

Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (61 2) 9259 5898
Fax: (61 2) 9259 5432

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT *

(Version: 4 April 1997)

dated as of: ....

Between: (1) *(Name of Company)* Macquarie Bank Limited

(ACN or ARBN (as applicable)) **008 583 542**

a company incorporated under the laws of **Australian Capital Territory**

of *(Business address)* **No 1 Martin Place, Sydney NSW 2000**

And: (2) *(Name of Company)* **National Australia Bank Limited**

(ACN or ARBN (as applicable)) **004 044 937**

a company incorporated under the laws of **Victoria**

of *(Business address)* **500 Bourke Street Melbourne, Victoria 3000**

* *This agreement is adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements.*

* *This agreement is also subject to the "Warning and Disclaimer" on the coversheet to the "User's Guide" relating to this agreement.*

SOLICITORS
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (61 2) 9296 2000
Fax (61 2) 9296 3999

AGREEMENT

Recitals:

A. The Parties hereto are desirous of agreeing to a procedure whereby either one of them (the "**Lender**") will make available to the other of them (the "**Borrower**") from time to time Securities (as hereinafter defined).

B. All transactions carried out under this Agreement will be effected in accordance with the Rules (as hereinafter defined), if applicable, **together with** current market practices, customs and conventions, in so far as they are not inconsistent with the terms of this Agreement.

Operative provisions:

1 Interpretation

1.1 **[Definitions]** The terms defined in clause 26 and in Schedule 1 have the meanings therein specified for the purposes of this Agreement.

1.2 **[Inconsistency]** In the event of any inconsistency between the provisions of Schedule 1 and the other provisions of this Agreement, Schedule 1 will prevail. In the event of any inconsistency between the provisions (if any) of Schedule 3 and the other provisions of this Agreement (including Schedule 1), Schedule 3 will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement (including Schedules 1 and 3), such Confirmation will prevail for the purpose of the relevant transaction.

1.3 **[Single agreement]** All transactions are entered into in reliance on the fact that this Agreement and all Confirmations form a single agreement between the Parties (collectively referred to as this "**Agreement**"), and the Parties would not otherwise enter into any transactions.

1.4 **[Interpretation]** In this Agreement:

(a) Unless the context otherwise requires:

(i) The **singular** includes the plural and vice versa.

(ii) A **person** includes a corporation.

(iii) A **corporation** includes any body corporate and any statutory authority.

(iv) A reference to a statute, ordinance, code or other law or the Rules includes regulations or other instruments under it or them and consolidations, amendments, re-enactments or replacements of any of them.

(b) Notwithstanding the use of expressions such as "borrow", "lend", "Collateral", "Margin", "redeliver" etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, title to Securities "borrowed" or "lent" and "Collateral" provided in accordance with this Agreement shall pass from one Party to another as provided for in this Agreement, the Party obtaining such title being obliged to redeliver Equivalent Securities or Equivalent Collateral, as the case may be.

1.5 **[Headings]** All headings appear for convenience only and shall not affect the interpretation of this Agreement.

1.6 **[Currency conversion]** For the purposes of clauses 6, 8.3 and 8.4, when a conversion into the Base Currency is required, all prices, sums or values (including any Value, Offer Value and Bid Value) of Securities, Equivalent Securities, Collateral or Equivalent Collateral (including Cash Collateral) stated in currencies other than the Base Currency shall be converted into the Base Currency at the rate quoted by an Australian bank selected by the Lender (or, if an Event of Default has occurred in relation to the Lender, by the Borrower) at or about 11.00am (Sydney time) on the day of conversion as its spot rate for the sale by the bank of the Base Currency in exchange for the relevant other currency.

1.7 **[Other agreements]** Where at any time there is in existence any other agreement between the Parties the terms of which make provision for the lending of Securities (as defined in this Agreement) as well as other securities, the terms of this Agreement shall apply to the lending of such Securities to the exclusion of any other such agreement.

1.8 **[Nominees]** If payment is to be made to a Party's nominee or otherwise in accordance with the directions of a Party (whether by the other Party or by a third party), it shall be deemed, for the purposes of this agreement, to have been paid or made to the first mentioned Party.

2 Loans of Securities

2.1 **[Borrowing Request and acceptance thereof]** The Lender will lend Securities to the Borrower, and the Borrower will borrow Securities from the Lender, in accordance with the terms and conditions of this Agreement and with the Rules **provided always that** the Lender shall have received from the Borrower and accepted (by whatever means) a Borrowing Request.

2.2 **[Changes to a Borrowing Request]** The Borrower has the right to reduce the amount of Securities referred to in, or otherwise vary, a Borrowing Request **provided that:**

(a) the Borrower has notified the Lender of such reduction or variation no later than midday Australian Eastern standard or summer (as appropriate) time on the day which is two Business Days prior to the Settlement Date, unless otherwise agreed between the Parties, and

(b) the Lender shall have accepted such reduction or variation (by whatever means).

3 Delivery of Securities

[Delivery of Securities] The Lender shall procure the delivery of Securities to the Borrower or deliver such Securities in accordance with the relevant Borrowing Request **together with** appropriate instruments of transfer (where necessary) duly stamped (where necessary) and such other instruments (if any) as may be requisite to vest title thereto in the Borrower. Such Securities shall be deemed to have been delivered by the Lender to the Borrower on delivery to the Borrower or as it shall direct of the relevant instruments of transfer and certificates or other documents of title (if any), or in the case of Securities title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries (such as CHESS), on the transfer of title in accordance with the rules and procedures of such system as in force from time to time, or by such other means as may be agreed.

4 Title, Distributions and Voting

4.1 **[Passing of title]** The Parties shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

(a) any Securities borrowed pursuant to clause 2;

(b) any Equivalent Securities redelivered pursuant to clause 7;

(c) any Collateral delivered pursuant to clause 6;

(d) any Equivalent Collateral redelivered pursuant to clauses 6 or 7,

shall pass from one Party to the other, on delivery or redelivery of the same in accordance with this Agreement, free from all liens, charges, equities and encumbrances. In the case of Securities, Collateral, Equivalent Securities or Equivalent Collateral title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries, delivery and transfer of title shall take place in accordance with the rules and procedures of such system as in force from time to time.

4.2 **[Distributions]**

(a) **[Cash distributions]** Unless otherwise agreed, where Income is paid in relation to any Securities on or by reference to an Income Payment Date on which such Securities are the subject of a loan under this Agreement, the Borrower shall, on the date of the payment of such Income, or on such other date as the Parties may from time to time agree, (the "**Relevant Payment Date**") pay and deliver a sum of money equivalent to the same to the Lender, irrespective of whether the Borrower received the same.

(b) **[Non-cash distributions]** Subject to paragraph (c) (unless otherwise agreed), where, in respect of any borrowed Securities or any Collateral, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such Securities or Collateral, become exercisable prior to the redelivery of Equivalent Securities or Equivalent Collateral, then the Lender or Borrower, as the case may be, may, within a reasonable time before the latest time for the exercise of the right or option, give written notice to the other Party that, on redelivery of Equivalent Securities or Equivalent Collateral, as the case may be, it wishes to receive Equivalent Securities or Equivalent Collateral in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.

(c) **[Tax Act ss 26BC(3)(c)(ii) and (v) requirements]** Notwithstanding paragraph (b), where, in respect of any Borrowed Securities or any Collateral, the relevant issuer company, trustee, government or government authority issues any right or option in respect of the Borrowed Securities or Collateral, as the case may be, the Borrower or the Lender, respectively, must deliver or make, as the case may be, to the other Party on the date of such issue or on such other date as the Parties may from time to time agree:

(i) the right, or option; or

(ii) an identical right or option; or

(iii) a payment equal to the value to the Lender or the Borrower, respectively, of the right or option;

together with any such endorsements or assignments as shall be customary and appropriate.

(d) **[Manner of payment]** Any payment to be made by the Borrower under this clause shall be made in a manner to be agreed between the Parties.

4.3 **[Voting]** Unless paragraph 4 in Schedule 1 specifies that this clause 4.3 does not apply, each Party undertakes that, where it holds Securities of the same description as any Securities borrowed by it or transferred to it by way of Collateral at a time when a right to vote arises in respect of such Securities, it will use its best endeavours to arrange for the voting rights attached to such Securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be) **provided always that** each Party shall use its best endeavours to notify the other of its instructions in writing no later than seven Business Days prior to the date upon which such votes are exercisable, or as otherwise agreed between the Parties, and that the Party concerned shall not be obliged so to exercise the votes in respect of the number of Securities greater than the number so lent or transferred to it. For the avoidance of doubt, the Parties agree that, subject as hereinbefore provided, any voting rights attaching to the relevant Securities, Equivalent Securities, Collateral and/or Equivalent Collateral shall be exercisable by the persons in whose name they are registered, or in the case of Securities, Equivalent Securities, collateral and/or Equivalent Collateral in bearer form by the persons by or on behalf of whom they are held, and not necessarily by the Borrower or the Lender (as the case may be).

5 Fees

5.1 **[Fees]** In respect of each loan of Securities:

(a) for which the Collateral is cash:

(i) the Lender must pay a fee to the Borrower in respect of the amount of that Collateral, calculated at the rate agreed between them; and

(ii) unless the Parties otherwise agree, the Borrower is not obliged to pay a fee to the Lender;

(b) for which there is no Cash Collateral, the Borrower must pay a fee to the Lender, calculated at the rate agreed between them.

5.2 **[Where there are different types of Collateral]** Where the Collateral comprises only partly cash, clause 5.1 is to be construed as if there were separate loans of Securities, one secured solely by Cash Collateral and the other secured solely by non-cash Collateral.

5.3 **[Calculation of fees]** In respect of each loan of Securities, the payments referred to in clause 5.1 of this clause shall accrue daily in respect of the period commencing on and inclusive of the Settlement Day and terminating on and exclusive of the Business Day upon which Equivalent Securities are redelivered or Cash Collateral is repaid. Unless otherwise agreed, the sums so accruing in respect of each calendar month shall be paid in arrears by the Borrower to the Lender or to the Borrower by the Lender (as the case may be) not later than the Business Day which is one week after the last Business Day of the calendar month to which such payment relate or such other date as the Parties from time to time agree. Any payment made pursuant to clause 5.1 shall be in Australian currency, unless otherwise agreed, and shall be paid in such manner and at such place as shall be agreed between the Parties.

6 Collateral

6.1 **[Borrower's obligation to provide Collateral]** Unless otherwise agreed, subject to the other provisions of this clause 6, the Borrower undertakes to deliver to or deposit with the Lender (or in accordance with the Lender's instructions) Collateral of the kind specified in the relevant Borrowing Request or as otherwise agreed between the Parties (together with appropriate instruments of transfer duly stamped (where necessary) and such other instruments as may be requisite to vest title thereto in the Lender) simultaneously with delivery of the Borrowed Securities by the Lender.

6.2 **[Global margining]**

(a) **[Adjustments to Collateral]** Unless otherwise agreed between the Parties, subject to paragraph (b), clause 6.4 and paragraph 1.5 in Schedule 1:

(i) The aggregate Value of the Collateral delivered to or deposited with the Lender or its nominated bank or depositary (excluding any Collateral repaid or redelivered under paragraph (ii) below (as the case may be)) in respect of **all** loans of Securities outstanding under this Agreement ("**Posted Collateral**") shall from day to day and at any time be at least the aggregate of the Required Collateral Values in respect of such loans.

(ii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement exceeds the aggregate of the Required Collateral Values in respect of such loans, the Lender shall (on demand) repay such Cash Collateral and/or redeliver to the Borrower such Equivalent Collateral as will eliminate the excess.

(iii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement falls below the aggregate of Required Collateral Values in respect of all such loans, the Borrower shall (on demand) provide such further Collateral to the Lender as will eliminate the deficiency.

(b) **[Netting of Collateral obligations where a Party is both Lender and Borrower]** Unless otherwise agreed between the Parties, subject to clause 6.4 and paragraph 1.5 in Schedule 1, where paragraph (a) applies, if a Party (the "**first Party**") would, but for this paragraph, be required under paragraph (a) to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral in circumstances where the other Party (the "**second Party**") would, but for this paragraph, also be required to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral under paragraph (a), then the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the first Party ("**X**") shall be set-off against the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the second Party ("**Y**") and the only obligation of the Parties under paragraph (a) shall be, where X exceeds Y, an obligation of the first Party, or where Y exceed X, an obligation of the second Party, (on demand) to repay Cash Collateral, redeliver Equivalent Collateral or deliver further Collateral having a Value equal to the difference between X and Y.

6.3 **[Required Collateral Value]** For the purposes of clause 6.2(a), the Value of the Posted Collateral to be delivered or deposited in respect of any loan of Securities, while the loan of Securities continues, shall be equal to the aggregate of the Value of the borrowed Securities and the Margin applicable thereto (the "**Required Collateral Value**").

6.4 **[Time for payment/repayment of Collateral]** Except as provided in clause 6.1 or clause 6.6, where any Cash Collateral is to be repaid, Equivalent Collateral is to be redelivered or further Collateral is to be provided under this clause 6, it shall be paid or delivered as stated in paragraph 1.4 in Schedule 1.

6.5 **[Substitution of Alternative Collateral]** The Borrower may from time to time call for the repayment of Cash Collateral or the redelivery of Equivalent Collateral prior to the date on which the same would otherwise have been repayable or redeliverable, provided that, at the time of such repayment or redelivery, the Borrower shall have delivered or delivers Alternative Collateral acceptable to the Lender.

6.6 **[Return of Collateral/Equivalent Collateral on redelivery of Equivalent Securities]**

(a) Cash Collateral shall be repaid and Equivalent Collateral shall be redelivered at the same time as Equivalent Securities in respect of the Securities borrowed are redelivered.

(b) Where Collateral is provided through a book entry transfer system (such as Austraclear or RITS), the obligation of the Lender shall be to redeliver Equivalent Collateral through such book entry transfer system in accordance with this Agreement. If the loan of Securities in respect of which Collateral was provided has not been discharged when the Equivalent Collateral is redelivered, any payment obligation generated within the book entry transfer system on such redelivery shall, until the loan of Securities is discharged or further Collateral is provided, be deemed to constitute an obligation to pay Cash Collateral.

6.7 **[Receipt by Lender of Income on Collateral]** Where Collateral (other than Cash Collateral) is delivered in respect of which any Income may become payable and an Income Payment Date in respect of that Collateral occurs prior to the redelivery of Equivalent Collateral, then, unless such Income is paid directly to the Borrower, the Lender shall, on the date on which such Income is paid or on such other date as the Parties may from time to time agree, pay and deliver a sum of money or property equivalent to such Income (with any such endorsements or assignments as shall be customary and appropriate to effect the delivery) to the Borrower.

6.8 **[Borrower's rights re Collateral are not assignable]** The Borrower may not assign, transfer or otherwise dispose of, or mortgage, charge or otherwise encumber, or otherwise deal with its rights in respect of any Collateral without the prior written consent of the Lender.

6.9 **[Lender may set off obligation to repay or return Equivalent Collateral]** If the Borrower fails to comply with its obligation to redeliver Equivalent Securities, the obligation of the Lender in respect of any Collateral may be the subject of a set-off in accordance with clause 8.

6.10 **[Collateral provided to Lender's Nominee]** Without limiting clause 1.8, where Collateral is provided to the Lender's nominee, any obligation under this Agreement to repay or redeliver or otherwise account for Equivalent Collateral shall be an obligation of the Lender, notwithstanding that any such repayment or redelivery may be effected in any particular case by the nominee.

7 Redelivery of Equivalent Securities

7.1 **[Borrower's obligation to redeliver Equivalent Securities]** The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement and the terms of the relevant Borrowing Request.

7.2 **[Lender may call for early redelivery of Equivalent Securities]** Subject to clause 8 and the terms of the relevant Borrowing Request, the Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall as hereinafter provided redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.

7.3 **[Lender may terminate loan if Borrower defaults]** If the Borrower does not redeliver Equivalent Securities in accordance with such call, the Lender may elect to continue the loan of Securities ; **provided that**, if the Lender does not elect to continue the loan, the Lender may by written notice to the Borrower elect to terminate the relevant loan. Upon the expiry of such notice the provisions of clauses 8.2 to 8.5 shall apply as if upon the expiry of such notice an Event of Default had occurred in relation to the Borrower (who shall thus be the Defaulting Party for the purposes of this Agreement) and as if the relevant loan were the only loan outstanding.

7.4 **[Consequence of exercise of "buy-in" against Lender, as a result of Borrower default]** In the event that, as a result of the failure of the Borrower to redeliver Equivalent Securities to the Lender in accordance with this Agreement, a "buy-in" is exercised against the Lender, then, provided that reasonable notice has been given to the Borrower of the likelihood of such a "buy-in", the Borrower shall account to the Lender for the total costs and expenses reasonably incurred by the Lender as a result of such "buy-in".

7.5 **[Right of Borrower to terminate loan early]** Subject to the terms of the relevant Borrowing Request, the Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.

8 Set-off etc.

8.1 **[Requirement for simultaneous delivery]** On the date and time that Equivalent Securities are required to be redelivered by the Borrower in accordance with the provisions of this Agreement the Lender shall simultaneously redeliver the Equivalent Collateral and repay any Cash Collateral held (in respect of the

Equivalent Securities to be redelivered) to the Borrower. Neither Party shall be obliged to make delivery (or make a payment as the case may be) to the other unless it is satisfied that the other Party will make such delivery (or make an appropriate payment as the case may be) to it simultaneously. If it is not so satisfied (whether because an Event of Default has occurred in respect of the other Party or otherwise), it shall notify the other Party and, unless that other Party has made arrangements which are sufficient to assure full delivery (or the appropriate payment as the case may be) to the notifying Party, the notifying Party shall (provided it is itself in a position, and willing, to perform its own obligations) be entitled to withhold delivery (or payment, as the case may be) to the other Party.

8.2 **[Netting following occurrence of Event of Default]** If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations (and any other obligations they have under this Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the "**Performance Date**" for the purposes of this clause), and in such event:

(a) the Relevant Value of the Securities to be delivered (or payment to be made, as the case may be) by each Party shall be established in accordance with clause 8.3; and

(b) on the basis of the Relevant Values so established, an account shall be taken (as at the Performance Date) of what is due from each Party to the other and (on the basis that each Party's claim against the other in respect of delivery of Equivalent Securities or Equivalent Collateral or any cash payment equals the Relevant Value thereof) the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable (by the Party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the Performance Date.

8.3 **[Relevant Value]** For the purposes of clause 8.2 the Relevant Value:

(a) of any cash payment obligation shall equal its par value (disregarding any amount taken into account under (b) or (c) below);

(b) of any Securities to be delivered by the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Offer Value thereof; and

(c) of any Securities to be delivered to the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Bid Value thereof.

8.4 **[Bid Value/Offer Value]**

(a) For the purposes of clause 8.3, but subject to (b) and (c) below, the Bid Value and Offer Value of any Securities shall be calculated as at the Close of Business in the most appropriate market for Securities of the relevant description (as determined by the Non-Defaulting Party) on the first Business Day following the Performance Date, or, if the relevant Event of Default occurs outside the normal business hours of such market, on the second Business Day following the Performance Date (the "**Default Valuation Time**").

(b) Where the Non-Defaulting Party has, following the occurrence of an Event of Default but prior to the Default Valuation Time, purchased Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Defaulting Party and in substantially the same amount as those Securities or sold Securities forming part of the same issue and being of an identical type and description to those to be delivered by him to the Defaulting Party and in substantially the same amount as those Securities, the cost of such purchase or the proceeds of such sale, as the case may be, (taking into account all reasonable costs, fees and expenses that would be incurred in connection therewith) shall be treated as the Offer Value or Bid Value, as the case may be, of the relevant Securities for the purposes of this clause 8.

(c) Where the amount of any Securities sold or purchased as mentioned in (b) above is not in substantially the same amount as those Securities to be valued for the purposes of clause 8.3, the Offer Value or the Bid Value (as the case may be) of those Securities shall be ascertained by:

(i) dividing the net proceeds of sale or cost of purchase by the amount of the Securities sold or purchased so as to obtain a net unit price; and

(ii) multiplying that net unit price by the amount of the Securities to be valued.

8.5 **[Interpretation: "Securities"]** Any reference in this clause 8 to Securities shall include any asset other than cash provided by way of Collateral.

8.6 **[Interpretation: "Event of Default"]** If the Borrower or the Lender for any reason fails to comply with its respective obligations under clause 6.6 in respect of the redelivery of Equivalent Collateral or the repayment of Cash Collateral, such failure shall be an Event of Default for the purposes of this clause 8, and the person failing to comply shall thus be the Defaulting Party.

8.7 **[Waiver of right to require simultaneous delivery]** Subject to and without prejudice to its rights under clause 8.1, either Party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities, Collateral and cash transfers waive its right under this Agreement in respect of simultaneous delivery and/or payment; **provided that** no such waiver in respect of one transaction shall bind it in respect of any other transaction.

9 Stamp duty, taxes etc and loss of tax benefits

9.1 **[Stamp duty etc]** The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties, (if any) chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement, and shall indemnify and keep indemnified the Lender against any liability arising in respect thereof as a result of the Borrower's failure to do so.

9.2 **[Borrower to give Transfer of Dividend Statement to Lender re franked dividends]** If:

(a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;

(b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received a Franked Dividend in respect of those Securities;

(c) the Agreement or the relevant Confirmation states that the Lender is an Australian Taxpayer;

(d) the failure of the Lender to receive a Franked Dividend is not due to any unreasonable act or omission by or on behalf of the Lender; and

(e) neither item 7 in Schedule 1 nor the relevant Confirmation states that the Lender is **not** entitled to compensation for the loss of franking credits/rebates;

then:

(f) the Borrower must either:

(i) as soon as practicable, and in any event within [10 Business Days] after the relevant Income Payment Date, give to the Lender a Transfer of Dividend Statement in respect of those Securities (which the Borrower is to be taken as having warranted is correct in all material respects and is effective for the purposes of Division 6A of Part IIIAA of the Tax Act); or

(ii) on the [10th Business Day] after the relevant Income Payment Date pay to the Lender an amount equal to the franking credit referable to the Franked Dividend.

9.3 [Borrower to compensate corporate Lender for loss of intercorporate dividend rebate re unfranked dividends] If:

(a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;

(b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received an Unfranked Dividend in respect of those Securities;

(c) the Agreement or the relevant Confirmation states the Lender is entitled to compensation for the loss of the intercorporate dividend rebate under the Tax Act;

(d) the failure of the Lender to qualify for that rebate is not due to any unreasonable act or omission by or on behalf of the Lender; and

(e) neither item 8 of the Agreement nor the relevant Confirmation states that the Lender is **not** entitled to compensation for the loss of that rebate;

then the Borrower must pay to the Lender an amount calculated as follows:

$$P = \frac{DT}{1-T}$$

Where:

P = the amount payable;

D = the amount of the Unfranked Dividend; and

T = the rate of income tax, expressed as a decimal, determined under the Tax Act at the relevant Income Payment Date as that payable in respect of the taxable income of a company (other than a private company, a company in the capacity of a trustee or a non-profit company that is a friendly society dispensary).

9.4 **["Notifiable consideration" for the purposes of s26BC(3)(d) of the Tax Act]** For the purposes of section 26BC(3)(d) of the Tax Act, the notifiable consideration in respect of any loan of Securities is dissected as follows:

(a) a fee - see clause 5.1(as applicable); and

(b) other consideration - see clauses 4.2, 6 and 9 and the definition of "Equivalent Securities" in clause 26.

10 Lender's warranties

[Lender's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Lender:

(a) it is duly authorised and empowered to perform its duties and obligations under this Agreement;

(b) it is not restricted under the terms of its constitution or in any other manner from lending Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all Securities provided by it under this Agreement to the Borrower free from all liens, charges, equities and encumbrances; and

(d) where paragraph 3 in Schedule 1 specifies that this clause 10(d) applies, it is not resident in Australia for the purposes of the Tax Act and either:

(i) does not have a branch or other permanent establishment in Australia for the purposes of the Tax Act or of any applicable double tax agreement between Australia and its country of tax residence; or

(ii) if it does have such a branch or other permanent establishment in Australia, that the loan is not entered into in the course of carrying on business through such branch or permanent establishment.

11 Borrower's warranties

[Borrower's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Borrower:

(a) it has all necessary licences and approvals, and is duly authorised and empowered, to perform its duties and obligations under this Agreement and will do nothing prejudicial to the continuation of such authorisation, licences or approvals;

(b) it is not restricted under the terms of its constitution or in any other manner from borrowing Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all Collateral provided by it under this Agreement to the Lender free from all liens, charges, equities and encumbrances; and

(d) it is acting as principal in respect of this Agreement.

12 Events of Default

12.1 **[Events of Default]** Each of the following events occurring in relation to either Party (the "**Defaulting Party**", the other Party being the "**Non-Defaulting Party**") shall be an Event of Default for the purpose of clause 8:

(a) the Borrower or Lender failing to pay or repay Cash Collateral or deliver or redeliver Collateral or Equivalent Collateral upon the due date, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(b) the Lender or Borrower failing to comply with its obligations under clause 6, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(c) the Borrower failing to comply with clause 4.2, clause 9.2 or clause 9.3 and the Non-Defaulting Party serves written notice on the Defaulting Party;

(d) an Act of Insolvency occurring with respect to the Lender or the Borrower and (except in the case of an Act of Insolvency which is the presentation of a petition for winding up or any analogous proceeding or the appointment of a liquidator or analogous officer of the Defaulting Party in which case no such notice shall be required) the Non-Defaulting Party serves written notice on the Defaulting Party;

(e) any representations or warranties made by the Lender or the Borrower being incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(f) the Lender or the Borrower admitting to the other that it is unable to, or it intends not to, perform any of its obligations hereunder and/or in respect of any loan hereunder, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(g) the Lender (if appropriate) or the Borrower being declared in default by the appropriate authority under the Rules or being suspended or expelled from membership of or participation in any securities exchange or association or other self-regulatory organisation, or suspended from dealing in securities by any government agency, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(h) any of the assets of the Lender or the Borrower or the assets of investors held by or to the order of the Lender or the Borrower being ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation and the Non-Defaulting Party serves written notice on the Defaulting Party, or

(i) the Lender or the Borrower failing to perform any other of its obligations hereunder and not remedying such failure within 30 days after the Non-Defaulting Party serves written notice requiring it to remedy such failure, and the Non-Defaulting Party serves a further written notice on the Defaulting Party.

12.2 **[Obligation of each Party to notify its Event of Default]** Each Party shall notify the other if an Event of Default occurs in relation to it.

13 Outstanding payments

[Default interest] In the event of either Party failing to remit sums in accordance with this Agreement, such Party hereby undertakes to pay to the other Party upon demand interest (before as well as after judgment) on the net balance due and outstanding, for the period commencing on and inclusive of the original due date for payment to (but excluding) the date of actual payment, in the same currency at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it in good faith) if it were to fund or of funding the relevant amount, plus 2% (or other agreed percentage) per annum.

14 Transactions entered into as agent

14.1 **[Agency Transactions]** Subject to the following provisions of this clause, the Lender may enter into loans as agent (in such capacity, the "**Agent**") for a third person (a "**Principal**"), whether as custodian or investment manager or otherwise (a loan so entered into being referred to in this clause as an "**Agency Transaction**").

14.2 **[Conditions for Agency Transactions]** A Lender may enter into an Agency Transaction if, but only if:

(a) it specifies that loan as an Agency Transaction at the time when it enters into it;

(b) it enters into that loan on behalf of a single Principal whose identity is disclosed to the Borrower (whether by name or by reference to a code or identifier which the Parties have agreed will be used to refer to a specified Principal) at the time when it enters into the loan; and

(c) it has at the time when the loan is entered into actual authority to enter into the loan and to perform on behalf of that Principal all of that Principal's obligations under the agreement referred to in clause 14.4(b) below.

14.3 **[Undertakings by Lender]** The Lender undertakes that, if it enters as agent into an Agency Transaction, forthwith upon becoming aware:

(a) of any event which constitutes an Act of Insolvency with respect to the relevant Principal; or

(b) of any breach of any of the warranties given in clause 14.5 below or of any event or circumstance which has the result that any such warranty would be untrue if repeated by reference to the current facts,

it will inform the Borrower of that fact and will, if so required by the Borrower, furnish it with such additional information as it may reasonably request.

14.4 **[Consequences of Agency Transaction]**

(a) Each Agency Transaction shall be a transaction between the relevant Principal and the Borrower and no person other than the relevant Principal and the Borrower shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, the Lender shall not be liable as principal for the performance of an Agency Transaction or for breach of any warranty contained in clause 10(d) of this Agreement, but this is without prejudice to any liability of the Lender under any other provision of this clause.

(b) All the provisions of the Agreement shall apply separately as between the Borrower and each Principal for whom the Agent has entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with the Borrower in all respects identical with this Agreement other than this paragraph and as if the Principal were Lender in respect of that agreement; **provided that:**

(i) if there occurs in relation to the Agent an Event or Default or an event which would constitute an Event of Default if the Borrower served written notice under any paragraph of clause 12, the Borrower shall be entitled by giving written notice to the Principal (which notice shall be validly given to the Lender in accordance with clause 20) to declare that, by reason of that event, an Event of Default is to be treated as occurring in relation to the Principal. If the Borrower gives such a notice, then an Event of Default shall be treated as occurring in relation to the Principal at the time when the notice is deemed to be given; and

(ii) if the Principal is neither incorporated nor has established a place of business in Australia, the Principal shall for the purposes of the agreement referred to in the preamble in this paragraph (b) be deemed to have appointed as its agent to receive on its behalf service of process in the courts of Australia the Agent, or, if the Agent is neither incorporated nor has established a place of business in Australia, the person appointed by the Agent for the purposes of this Agreement, or such other person as the Principal may from time to time specify in a written notice given to the other party.

(c) The foregoing provisions of this clause do not affect the operation of the Agreement as between the Borrower and the Lender in respect of any transactions into which the Lender may enter on its own account as principal.

14.5 **[Warranty by Lender]** The Lender warrants to the Borrower that it will, on every occasion on which it enters or purposes to enter into a transaction as an Agency Transaction, have been duly authorised to enter into that loan and perform the obligations arising thereunder on behalf of the person whom it specifies as the Principal in respect of that transaction and to perform on behalf of that person all the obligations of that person under the agreement referred to in clause 14.4(b).

15 Termination of course of dealings by notice

Each Party shall have the right to bring the course of dealing contemplated under this Agreement to an end by giving not less than 15 Business Days' notice in writing to the other Party (which notice shall specify the date of termination), subject to an obligation to ensure that all loans and which have been entered into but not discharged at the time such notice is given are duly discharged in accordance with this Agreement and with the Rules (if applicable).

16 No reliance or tax or accounting representations by other Party

Each Party acknowledges, represents and warrants to the other that, except as expressly stated in this Agreement or any Confirmation:

(a) it has not relied on any advice, statement, representation or conduct of any kind by or on behalf of the other Party in relation to any tax (including stamp duty) or accounting issues concerning this Agreement or any transactions effected under it; and

(b) it has made its own determination as to the tax (including stamp duty) and accounting consequences and treatment of any transaction effected under this Agreement, including (without limitation) of any moneys paid or received or any property transferred or received in connection with any such transaction.

17 Observance of procedures

Each of the Parties hereto agrees that, in taking any action that may be required in accordance with this Agreement, it shall observe strictly the procedures and timetable applied by the Rules (if and to the extent applicable) and, further, shall observe strictly any agreement (oral or otherwise) as to the time for delivery or redelivery of any money, Securities, Equivalent Securities, Collateral or Equivalent Collateral entered into pursuant to this Agreement.

18 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Agreement shall, however, thereafter be amended by the Parties in such reasonable manner so as to achieve, without illegality, the intention of the Parties with respect to that severed provision.

19 Specific performance

Each Party agrees that, in relation to legal proceedings, it will not seek specific performance of the other Party's obligation to deliver or redeliver Securities, Equivalent Securities, Collateral or Equivalent Collateral, but without prejudice to any other rights it may have.

20 Notices

20.1 **[Effectiveness]** Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under clause 12 or clause 15 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see paragraph 6 in Schedule 1) and will be deemed effective as indicated:

(a) if in writing and delivered in person or by courier, on the date it is delivered;

(b) if sent by telex, on the date the recipient's answerback is received;

(c) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(d) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(e) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

20.2 **[Change of Address]** Either party may by notice to the other change the address, telex or facsimile number or electronic massaging system details at which notices or other communications are to be given to it.

21 Assignment

Neither Party may assign, transfer or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

22 Non-Waiver

No failure or delay by either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as provided in this Agreement.

23 Time

Time shall be of the essence of the Agreement.

24 Recording

The Parties agree that each may electronically record all telephonic conversations between them.

25 Miscellaneous

25.1 **[Entire Agreement]** This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

25.2 **[Amendments]** No amendment in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

25.3 **[Survival of Obligations]** The obligations of the Parties under this Agreement will survive the termination of any transaction.

25.4 **[Remedies Cumulative]** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive or any rights, powers, remedies and privileges provided by law.

25.5 **[Counterparts]** This Agreement (and each amendment in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

25.6 **[Expenses]** A defaulting Party will, on demand, indemnify and hold harmless the other Party for and against all reasonable out-of-pocket expenses, including legal fees and stamp duty, incurred by such other Party by reason of the enforcement and protection of its rights under this Agreement or by reason of the early termination of any transaction, including, but not limited to, costs of collection.

26 Definitions

In this Agreement:

Act of Insolvency means in relation to either Party:

(a) its making a general assignment for the benefit of, or entering into a reorganisation, arrangement, or composition with creditors; or

(b) its admitting in writing that it is unable to pay its debts as they become due; or

(c) its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or

(d) the presentation or filing of a petition in respect of it (other than by the other Party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency alleging or for the bankruptcy, winding-up or insolvency of such Party (or any analogous proceeding) or seeking any reorganisation, arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition (except in the case of a petition for winding-up or any analogous proceeding in respect of which no such 30 day period shall apply) not having been stayed or dismissed within 30 days of its filing; or

(e) the appointment of a receiver, administrator, liquidator or trustee or analogous officer of such Party over all or any material part of such Party's property; or

(f) the convening of any meeting of its creditors for the purpose of considering a compromise or arrangement within Part 5.1 of the Corporations Law of Australia (or any analogous proceeding).

In this definition:

(g) "liquidator" shall be deemed to include a "provisional liquidator";

(h) "receiver" shall be deemed to include a "receiver and manager";

(i) "administrator" shall be deemed to include an "official manager";

(j) "arrangement" shall be deemed to include a "scheme of arrangement"; and

(k) "creditors" shall be deemed to include "any class of creditors".

Agent has the meaning given in clause 14.

Alternative Collateral means Collateral of a Value equal to the Collateral delivered pursuant to clause 6 and provided by way of substitution for Collateral originally delivered or previously substituted in accordance with the provisions of clause 6.5.

Australian Taxpayer means any person other than:

(a) a Party who is not a resident of Australia for the purposes of the Tax Act (whether that Party is acting as a trustee, nominee or agent or in some other capacity) at the time a Franked Dividend is paid; or

(b) a Party who is acting in the capacity of trustee, nominee or agent for a person who is not a resident of Australia for the purposes of the Tax Act at the time a Franked Dividend is paid.

Bankers Acceptances has the meaning given in paragraph 1.1(d) in Schedule 1.
Base Currency has the meaning given in paragraph 2 in Schedule 1.

Bid Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available bid price thereof on the most appropriate market in a standard size.

Bid Value, subject to clause 8.5, means:

(a) in relation to Equivalent Collateral at a particular time:

   (i) in relation to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1;

   (ii) in relation to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount which would be received on a sale of such Collateral at the Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection with selling or otherwise realising such Equivalent Collateral, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out such sale or realisation and adding thereto the amount of any interest, dividends, distributions or other amounts paid to the Lender and in respect of which equivalent amounts have not been paid to the Borrower in accordance with clause 6.7 prior to such time in respect of such Equivalent Collateral or the original Collateral held gross of all and any tax deducted or paid in respect thereof; and

(b) in relation to Equivalent Securities at a particular time, the amount which would be received on a sale of such Equivalent Securities at the Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Borrower, in relation to a particular loan of Securities, means the Borrower as referred to in Recital A of this Agreement.

Borrowing Request means a request made in writing (an example of which comprises Schedule 2 to this Agreement) by the Borrower to the Lender pursuant to clause 2.1 specifying, as necessary:

(a) the description, title and amount of the Securities required by the Borrower;

(b) the description (if other than Australian currency) and amount of any Collateral to be provided;

(c) the proposed Settlement Date;

(d) the duration of such loan (if other than indefinite);

(e) the mode and place of delivery, which shall, where relevant, include the bank, agent, clearing or settlement system and account to which delivery of the Securities and any Collateral is to be made;

(f) the Margin in respect of the transaction (if different from that stated in Schedule 1 or Schedule 3, as appropriate); and

(g) the Fee.

Business Day means a day on which banks and securities markets are open for business generally in each place stated in paragraph 5 in Schedule 1 and, in relation to the delivery or redelivery of any of the following in relation to any loan, in the place(s) where the relevant Securities, Equivalent Securities, Collateral (including Cash Collateral) or Equivalent Collateral are to be delivered.

Cash Collateral means Collateral that takes the form of a deposit of currency.

Close of Business means:

(a) in relation to any borrowing of Securities or redelivery of Equivalent Securities under this agreement, the final time on a Business Day at which settlement of the transfer of those Securities can take place in the Stock Exchange in order to constitute good delivery on that day; and

(b) in relation to the provision of Collateral or return of Equivalent Collateral or the making of any other payment under this agreement, the time at which trading banks close for general banking business in the place in which payment is to be made or Collateral or Equivalent Collateral is to be delivered or redelivered.

Collateral means such securities or financial instruments or deposits of currency as are referred to in paragraph 1.1 in Schedule 1 or any combination thereof which are delivered by the Borrower to the Lender in accordance with this Agreement and includes the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate), and includes Alternative Collateral.

Confirmation means the Borrowing Request, as it may be amended pursuant to clause 2.2., or other confirming evidence exchanged between the Parties confirming the terms of a transaction.

Defaulting Party has the meaning given in clause 12.

Dividend means a dividend within the meaning of the definition of that term in section 6(1) (as affected by sections 6(4) and 6(5)) of the Tax Act.

Equivalent Collateral or **Collateral equivalent to**, in relation to any Collateral provided under this Agreement, means securities, cash or other property, as the case may be, of an identical type, nominal value, description and amount to particular Collateral so provided and shall include the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate). If and to the extent that such Collateral consists of securities that are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the relevant Collateral has been converted, subdivided or consolidated **provided that**, if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Borrower has given notice to the Lender in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Borrower shall have paid to the Lender an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the relevant Collateral **together with** the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the relevant Collateral **together with** the securities allotted thereon, **provided that** the Borrower has given notice to the Lender in accordance with clause 4.2(b), and has paid to the Lender all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made of the relevant Collateral in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, notice has been given to the Lender in accordance with clause 4.2(b) the relevant Collateral **together with** securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the relevant Collateral **together with** or replaced by a sum of money or securities equivalent to that received in respect of such Collateral resulting from such event.

For the avoidance of doubt, in the case of Bankers' Acceptances (Collateral type (d)), Equivalent Collateral must bear dates, acceptances and endorsements (if any) by the same entitles as the bill to which it is intended to be equivalent and, for the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Equivalent Securities means securities of an identical type, nominal value, description and amount to particular Securities borrowed and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (if appropriate). If and to the extent that such Securities are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the borrowed Securities have been converted, subdivided or consolidated **provided that** if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Lender has given notice to the Borrower in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Lender shall have paid to the Borrower an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the borrowed Securities **together with** the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the borrowed Securities **together with** the securities allotted thereon, **provided that** the Lender has given notice to the Borrower in accordance with clause 4.2(b), and has paid to the Borrower all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made in respect of the borrowed Securities in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, notice has been given to the Borrower in accordance with clause 4.2(b) the borrowed Securities **together with** securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the borrowed Securities **together with** or replaced by a sum of money or securities equivalent to that received in respect of such borrowed Securities resulting from such event.

For the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Event of Default has the meaning given in clause 12.

Fee, in respect of a transaction, means the fee payable by one Party to the other in respect of that transaction under clause 5.

Franked Dividend means a Dividend the whole or part of which is taken to have been franked in accordance with section 160AQF of the Tax Act.

Income means any dividends, interest or other distributions of any kind whatsoever with respect to any Securities or Collateral.

Income Determination Period, in relation to a particular loan of Securities, means:

(a) in relation to the Securities, the period commencing when the Securities cease to be registered in the name of the Lender (or the relevant transferor) upon or before delivery of those Securities under clause 3 and ending when Equivalent Securities are registered in the name of the Lender (or the relevant transferee) upon or following redelivery of those Equivalent Securities under clause 7.1; and

(b) in relation to Collateral (other than Cash Collateral), the period commencing when the Collateral ceases to be registered in the name of the Borrower (or the relevant transferor) upon or before delivery of that Collateral under clause 6.1 and ending when Equivalent Collateral is registered in the name of the Borrower (or the relevant transferee) upon or following redelivery of that Equivalent Collateral under clause 6.6.

Income Payment Date, in relation to any Securities or Collateral, means the date on which Income is paid in respect of such Securities or Collateral, or, in the case of registered Securities or Collateral, the date by reference to which particular registered holders are identified as being entitled to payment of Income.

Lender, in relation to a particular loan of Securities, means the Lender as referred to in Recital A of this Agreement.

Margin has the meaning in paragraph 1.3 in Schedule 1.

Nominee means an agent or a nominee appointed by either Party to accept delivery of, hold or deliver Securities, Equivalent Securities, Collateral and/or Equivalent Collateral on its behalf whose appointment has been notified to the other Party.

Non-Defaulting Party has the meaning given in clause 12.

Offer Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available offer price thereof on the most appropriate market in a standard size.

Offer Value, subject to clause 8.5, means:

(a) in relation to Collateral equivalent to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1; and

(b) in relation to Equivalent Securities or Collateral equivalent to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount it would cost to buy such Equivalent Securities or Equivalent Collateral at the Offer Price thereof at such time **plus** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

paid, in relation to a Dividend, includes credited, distributed or issued and like terms are to be construed accordingly.

Parties means the Lender and the Borrower and **Party** shall be construed accordingly.

Performance Date has the meaning given in clause 8.

Posted Collateral has the meaning given in clause 6.2(a)(i).

Principal has the meaning given in clause 14.

Reference Price means:

(a) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to type (g) (more specifically referred to in paragraph 1.1 in Schedule 1), such price as is equal to the mid market quotation of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service (such as the services provided by SEATS or Reuters) reasonably chosen in good faith by the Lender or if unavailable the market value thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Lender, in each case at Close of Business on the previous Business Day; and

(b) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to Collateral types (b)-(f) (more specifically referred to in paragraph 1.1 in Schedule 1), the market value thereof as derived from the prices or rates bid by a market maker or reputable dealer for the relevant instrument reasonably chosen by the Lender in good faith or, in the absence of such a bid, the average of the rates bid by two leading market makers reasonably chosen in good faith by the Lender in each case at Close of Business on the previous Business Day.

Relevant Payment Date has the meaning given in clause 4.2(a).

Required Collateral Value has the meaning given in clause 6.3.

Rules means the rules for the time being of the Stock Exchange (where either Party is a member of the Stock Exchange) and/or any other regulatory authority whose rules and regulations shall from time to time affect the activities of the Parties pursuant to this Agreement (**provided that** in an Event of Default, where either Party is a member of the Stock Exchange, the Rules and Regulations of the Stock Exchange shall prevail).

Securities means "eligible securities" within the meaning of section 26BC(1) of the Tax Act which the Borrower is entitled to borrow from the Lender in accordance with the Rules and which are the subject of a loan pursuant to this Agreement and such term shall include the certificates or other documents of title (if any) in respect of the foregoing.

Settlement Date means the date upon which Securities are or are to be transferred to the Borrower in accordance with this Agreement.

Standard Settlement Time, in relation to Australian Securities, means T + 5 Australian business days on which the Australian Stock Exchange Limited is open for trading, or such lesser time in which transactions in Australia in listed securities are customarily required to be settled.

Stock Exchange means the Australian Stock Exchange Limited.

Tax Act means the Income Tax Assessment Act 1936 (Commonwealth of Australia).

Transfer of Dividend Statement, in relation to Dividends, means a properly completed document in the form, or substantially in the form, of Appendix 6.26 to the Rules or a properly completed statement in another approved form within the meaning of the definition of that term in section 160APA of the Tax Act.

Unfranked Dividend means a Dividend no part of which has been franked in accordance with the Tax Act.

Value at any particular time means, in relation to Securities and Equivalent Securities, the Reference Price thereof then current and in respect of Collateral and/or Equivalent Collateral such worth as determined in accordance with paragraph 1.2 in Schedule 1.

27 Governing Law and Jurisdiction

27.1 **[Governing law]** This Agreement is governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

27.2 **[Consent to jurisdiction]** Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales in respect of any dispute in connection with this Agreement.

EXECUTED as an agreement

Schedule 1 - Particulars

1 COLLATERAL (see definition in clause 26, and also clause 6).

1.1 Types (*see definition of "Collateral" in clause 26)*

Collateral acceptable under this agreement may include cash and the following marketable securities as indicated by the Bank in its absolute discretion from time to time, as being acceptable:

(a) Cash;

(b) Australian Government Inscribed Stock;

(c) Australia, State or Territory Government stock, bonds or promissory notes (including those issued by any statutory corporation such as Treasury Corporation of New South Wales);

(d) Bills of exchange accepted by any bank carrying on business in Australia ("**Bankers Acceptances**");

(e) Promissory notes issued by any such bank;

(f) Certificates of Deposit issued by any such bank;

(g) Corporate bonds in registrable or bearer form;

(h) Irrevocable Stand-by Letters of Credit issued or confirmed by any such bank and bank guarantees issued by any such bank and of a form acceptable to the Bank; and

(i) any other shares, stock, scrip, bills, notes, deposits, bonds, units, debentures, or commercial paper of any of them or any other person.

1.2 Valuation of Collateral (see definition of "Value" in clause 26 and clause 6.2)

Collateral provided in accordance with this Agreement shall be evaluated by reference to the following, or by such means as the Parties may from time to time agree:

(a) in respect of cash, the amount thereof in, or converted into, the Base Currency; and

(b) in respect of marketable securities outlined in 1.1 of this schedule, the Reference Price;

(c) deleted;

(d) in respect of collateral type (h) or any other commercial papers, the value specified therein.

1.3 Margin (see definition in clause 26 and clause 6.3)

The value of any Collateral delivered, or to be delivered, pursuant to clause 6 by the Borrower to the Lender under the terms and conditions of this Agreement shall on each Business Day represent not less than the Value of the borrowed Securities together with the following additional percentages, hereinbefore referred to as ("**the Margin**"), unless otherwise agreed between the Parties:

(a) in the case of a sum of money in clear funds equal to the Value of the borrowed securities: 5%;

(b) in the case of an irrevocable standby letter of credit from an issuer and of a form acceptable to the Lender for an amount equal to the Value of the borrowed securities: 10%;

(c) in the case of a guarantee issued by a Bank and of a form acceptable to the Lender for an amount equal to the Value of the borrowed Securities: 10%;

(d) in the case of certificates of title for marketable securities acceptable to the Lender with a total market value equal to the Value of the borrowed Securities: 10%;

(e) in the case of debt securities equal to the Value of the borrowed securities: 5%.

1.4 Basis of Margin Maintenance (*see clause 6.4*)

Minimum period after demand for transferring Collateral or Equivalent Collateral:

(a) Cash Collateral: within **one** Business Day;

(b) Equivalent Collateral: not less than the Standard Settlement Time for such Collateral or the equivalent time on the exchange or clearing organisation through which the relevant Collateral is to be, or was originally, delivered;

(c) Other Collateral (ie a Letter of Credit): within **two** Business days.

1.5 Minimum adjustments (see clauses 6.2(a)(ii) and (iii))

(a) The Lender may not demand that further Collateral be provided by the Borrower if the aggregate deficiency calculated in accordance with clause 6.2 is less than the greater of:

(i) **$5,000**; and

(ii) **5%** of the Collateral.

(b) The Borrower may not demand the return of Collateral provided to the Lender if the Borrower has committed an Event of Default in respect of any transaction or if the aggregate excess calculated in accordance with clause 6.2 is less than the greater of:

(iii) **$5,000**; and

(iv) **5%** of the Collateral.

2 BASE CURRENCY *(see definition in clause 26 and clause 1.6)*

The Base Currency applicable to this Agreement is Australian Dollars.

3 LENDER'S WARRANTIES *(see clause 10(d))*

Clause 10(d) shall apply to [# name of any Party which is not a resident of Australia and where any transaction is not entered into through any branch of that non-resident in Australia].

4 VOTING (see clause 4.3)

Clause 4.3 does/does not* apply.

5 PLACE OF BUSINESS (see definition of "Business Day" in clause 26)

Melbourne.

6 ADDRESS FOR NOTICES AND STATUS OF PARTIES *(see clause 20.1)*

6.1 Address for notices or communications to MACQUARIE BANK LIMITED:

Address:	No 1 Martin Place Sydney, NSW 2000
Attention:	Treasury & Commodities
Facsimile No:	02 8232 4414
Telephone No:	02 8232 3815

Electronic Messaging System Details:

which is an Australian Taxpayer.

6.2 Address for notices or communications to NATIONAL AUSTRALIA BANK LIMITED:

Address:	5th Floor South 271 Collins Street Melbourne 3000
Attention:	Mr. Rob Richards
Facsimile No:	(613) 9659 7922
Telephone No:	(613) 9659 6289

Electronic Messaging System Details: Rob_Richards@nag.national.com.au which is an Australian Taxpayer.

7 **COMPENSATION FOR LOSS OF FRANKING CREDITS/REBATES** ***(see clause 9.2)***

Is required by both parties, unless otherwise stated in a confirmation.

8 **COMPENSATION FOR LOSS OF INTERCORPORATE DIVIDEND REBATE** ***(see clause 9.3)***

Is required by both parties, unless otherwise stated in a Confirmation.

Schedule 2 Specimen Form of Borrowing Request (see clause 2.1 and definition of "Borrowing Request" in clause 26)

To: [Name and Address of Lender]

This is a Borrowing Request under the Master Securities Lending Agreement between us dated # (the "**Agreement**")

1 We wish to make the following borrowing of Securities:

(a)	**Description of Securities:**	# [eg "fully paid ordinary shares in # "]
(b)	**Amount of Securities:**	# [eg "1 million"]
(c)	**Proposed Settlement Date of Borrowing:**	# [eg "today"]
(d)	**Time, Mode and Place of Delivery of Securities,** including (as appropriate) settlement system and account to which delivery is to be made:	# [eg "to the account of #, HIN #, in CHESS"]
(e)	**Duration of Loan:**	No longer than eleven months and 20 days after the Borrowed Securities are delivered under this Borrowing Request.
(f)	**Type of Collateral:**	# [eg "Cash"]
(g)	**Time, Mode and Place of Delivery of Collateral:**	# [eg "dvp on CHESS"]
(h)	**Rates** (see clause 5.1 of the Agreement):	#[eg (a) " #% per annum on the Cash Collateral", or (b) "# % per annum on the daily value of the Borrowed Securities" as appropriate].

2 Please confirm your acceptance of this Borrowing Request by return fax.

Dated: #______________________________

For and on behalf of [Name of Borrower]

____

Signature of Authorised

Representative

Name and title of Authorised
Representative

Schedule 3 - Supplementary Terms and Conditions

This schedule forms part of and amends the Master Securities Lending Agreement (including schedule 1) to which it is a Schedule, as follows:

1 Where the Lender enters into an Agency Transaction as defined in clause 14 of the Agreement for a Principal (as defined in clause 14).

(a) a new clause 2.3 is added as follows:

"no Borrowing Request shall specify a loan period in excess of 12 months. All loans are recallable on demand and must be repaid within the standard settlement period for the market on demand.";

(b) clause 5.1(b) is deleted and the following substituted:

"(b) for which there is no Cash Collateral, the Borrower must pay a fee to the Lender, calculated at the rate agreed between them, which fee the Lender shall credit to the account of the Principal, after deducting from that fee such amount as may be agreed between the Lender and the Principal;" and

(c) a new clause 14.6 is added:

"To the maximum extent permitted by applicable law, and except as expressly provided in clause 14.5, the Lender makes no representation and gives no warranty in relation to the Principal or as to the validity or enforceability of the Agreement or any Agency Transaction against the Principal.

2 The words "Borrowed Securities" are deleted where they appear in the second and fourth lines of clause 4.2(c) and replaced with the words "borrowed Securities".

3 The word "collateral" is deleted where it appears in the third last line of clause 4.3 and replaced with the word "Collateral".

4 A new clause 4.4 is added as follows:

"Where Securities are subject to a loan under this Agreement and those Securities are or become the subject of a dividend reinvestment plan, the Borrower will, if instructed by the Lender with at least one Business Day's notice, take all necessary action to reinvest any dividend in accordance with that plan so that the Securities so acquired are added to the Securities the subject of the loan under this Agreement;

Where the above requirements may not otherwise be met, without limiting the Lender's rights under this Agreement, the Lender may recall the loan in sufficient time for the requirements to be able to be met.";

5 A new clause 4.5 is added as follows:

"Subject to the Lender providing at least one Business Day's notice, the Borrower must take reasonable action to protect Corporate Action entitlements of the Lender (or where the Lender enters into an Agency Transaction, the Principal) in accordance with the instructions of the Lender.";

6 The word "relate" is deleted where it appears in the eighth line of clause 5.3 and is replaced by the word "relates".

7 A new clause 6.11 is added as follows:

"**[Letters of Credit]** If the Collateral in respect of any loan of Securities is or includes a letter of credit the Lender may only draw down under that letter of credit where the Borrower commits an Event of Default and upon the Lender drawing down, whether or not permitted under this clause 6.11, the Collateral (or that part of it represented by the letter of credit) becomes cash Collateral."

8 Clause 9.2 is deleted and the following clause substituted:

"Unless the parties otherwise agree in writing, if the Borrower does not give the Lender (or where the Lender enters into an Agency Transaction, the Principal) a valid and effective transfer of dividend statement contemplated by section 160AQUA of the Income Tax Assessment Act 1936 at or about the time that an amount equal to a dividend, or a trust distribution attributable to a dividend, is paid in respect of lent securities, so that the Lender (or the Principal, as the case may be) is unable to claim a franking credit or rebate that it would have been able to claim had it held the Securities delivered pursuant to a loan during the period of that loan, then the Borrower must pay to the Lender (or the Principal, as the case may be) in cash, without any withholding or deduction for or on account of Taxes, an amount calculated as follows:

$$P = \frac{FT}{1-T}$$

where:

F = franked amount of dividend, or trust distribution attributable to a dividend.

T = the corporate tax rate expressed as a decimal (eg 0.36).

For example, if the corporate tax rate is 36% and the cash amount of a fully franked dividend was $64:

$$P = \frac{\$64 \times 0.36}{1 - 0.36} \quad = \quad \$36\text{"}$$

9 The words "of the Agreement" in line 1 of clause 9.3(e) are deleted and replaced with the words "of Schedule 1".

10 The word "and" is deleted in clause 9.4(a).

11 A new clause 9.5 is added as follows:

"Unless the parties otherwise agree in writing where any withholding or deduction for or on account of any Tax is or would be deducted from Income earned on the Securities delivered pursuant to a loan during the period of the loan, the Borrower must pay the Lender in respect of that Income an amount of money equal to the gross amount of the relevant Income payable to the Borrower as if no such withholding or deduction for or on account of Taxes were made or required to be made."

12 A new clause is added after clause 9.4 as follows:

> "Notwithstanding any other provision of this agreement, if a goods and services tax or any similar tax ("**GST**") is imposed in Australia:
>
> (a) in the event that GST has application to any supply made under this agreement the Lender may, in addition to any amount or consideration payable or to be provided pursuant to this agreement, recover from the Borrower an amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable to the Borrower for the relevant supply by the prevailing GST rate; and
>
> (b) without limiting the generality of the foregoing, in the event that the Lender is not entitled to an input tax credit in respect of the amount of any GST charged to or recovered from the Lender by any person, or payable by the Lender, or in respect of any amount which is recovered from the Lender by way or reimbursement of GST referable (directly or indirectly) to any supply made under or in connection with this agreement, the Lender shall be entitled to decrease the amount or consideration payable to the Client in accordance with this agreement in reimbursement of any such input tax.

Any additional amount on account of GST, or on account of an amount for which the Lender is not entitled to an input tax credit, recoverable from the Borrower pursuant to sub-paragraph (a) or sub-paragraph (b) of this clause shall be calculated without any deduction or set-off of any other amount and is payable by the Borrower upon demand by the Lender whether such demand is by means of an invoice or otherwise."

13 In clause 12.1(a), the words ",Equivalent Securities" are added after "redeliver Collateral".

14 In clause 12.1(b), the words "or clause 7" are added after "clause 6".

15 In clause 12.2, the words "an Event of Default occurs" are deleted where appearing after the word "if" and replaced with the words "an event occurs which would constitute an Event of Default with the giving of notice".

16 In clause 14.4(b)(i), the word "or" where it appears in line 1 is deleted and replaced with the word "of".

17 In clause 15, the word "and" where it appears in the fourth line is deleted.

18 In clause 16, the word "or" where it appears in the heading is deleted and replaced with the word "on".

19 In clause 25.4(b)(i), the word "or" where it appears in the third line is deleted and replaced with the word "of".

20 In clause 25.6, the word "defaulting" where it appears in the firs line is deleted and replaced with the word "Defaulting".

21 In clause 26, the following definitions are amended as follows:

(a) The definition of "Equivalent Collateral or Collateral equivalent to" is amended by:

(i) the words "in respect" are inserted after the word "made" in the first line of sub-clause (g);

(ii) the word "and" is inserted after the word "securities" in the fifth line of sub-clause (g);

(iii) the word "entitles" is replaced with the word "entities" in the third line of the last paragraph.

(b) The definition of "Close of Business" is amended by deleting the word "agreement" where it appears in paragraphs (a) and (b) and replacing with the word "Agreement".

(c) The definition of "Stock Exchange" is amended by deleting the word "the" where it appears in the definition.

22 In clause 26 the following additional definitions are inserted:

"""**Corporate Action**" means the making, declaration, payment, issue, offering or announcement of any dividend, interest or other income as well as any bonus securities, rights to acquire further securities, options or other entitlements whatsoever and also any meeting of any sort and any conversions, subdivisions, consolidations, redemptions, maturities, takeovers, pre-emptions, options or other rights in respect of Securities and/or Equivalent Securities by their issuer.

"**Taxes**" means taxes, levies, impost, declaration, charges, withholdings and duties (including, without limitation any goods and services tax or any similar tax ("**GST**") or any amount recovered from the Lender by way of reimbursement of such goods and services tax to the extent to which the Lender is not entitled to an input tax credit under an applicable GST law in respect of such amount) imposed by any authority (including without limitation, stamp and taxation duties) (together with any related interest, penalties, fines and expenses in connection with them).";

23 In clause 26, the definition of "**Reference Price**" is deleted and replaced with the following:

"**Reference Price** means the price of such security as quoted by a recognised and generally well-respected pricing information service from time to time, together with any accrued but unpaid interest or other income, if any, to the extent not included in the price quote so obtained."

Execution page

SIGNED by
as attorney for MCQUARIE BANK LTD
in the presence of:

....
Signature of witness

....
Name of witness (block letters)

....
Signature of attorney.

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney.

EXECUTED on behalf of the
NATIONAL AUSTRALIA BANK
LIMITED, A.C.N. 004 004 937
By its attorney
JOHN JOSEPH TRELOAR
under Power of Attorney dated
28th February, 1991 (who states
that they hold the office in
indicated under their signature)
in the presence of:

....
Signature of witness

MARTIN RUDOWICK
....
Name of witness (block letters)

....
Executive Head
Global Securities Services

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney.

ANNEXURE 'D'

This is the annexure marked ‘D’ of 38 pages referred to in the Notice of change of interests of substantial holder.

Dennis Leong
Company Secretary, Macquarie Group Limited
17 June 2013

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DC80051
SALOMON SMITH
BARNEY

Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (02) 9220 1413
Fax: (02) 9220 1379

Coversheet
to

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT*

(Version: 4 April 1997)

dated as of 3 February 2000

Between: **Salomon Smith Barney Australia Securities Pty Limited**

And: **Macquarie Bank Limited**

* *This agreement is adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements.*

* *This agreement is also subject to the "Warning and Disclaimer" on the coversheet to the User's Guide relating to this agreement.*

SOLICITORS
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (02) 9296 2000
Fax (02) 9296 3999
DX 113 Sydney
Ref: JCK

Contents	Agreement	Page No

Australian Securities Lending Association Limited

(ACN 054 944 482)
Level 18, 20 Bond Street
Sydney NSW 2000
Tel: (02) 9220 1413
Fax: (02) 9220 1379

AUSTRALIAN MASTER SECURITIES LENDING AGREEMENT *

(Version: 4 April 1997)

dated as of 3 February 2000

Between: (1) *(Name of Company)* **Salomon Smith Barney Australia Securities Pty Limited**
(ACN or ARBN (as applicable)) **ACN 003 114 832**

a company incorporated under the laws of **New South Wales**

of *(Business address)* **Level 15, Grosvenor Place,
225 George Street, Sydney. NSW 2000**

And: (2) *(Name of Company)* **Macquarie Bank Limited**

(ACN or ARBN (as applicable)) **ACN 008 583 542**

a company incorporated under the laws of **New South Wales**

of *(Business address)* **Level 5,
1 Martin Place, Sydney. NSW 2000**

* *This agreement is adapted from the ISLA Overseas Securities Lender's Agreement (Version: December 1995, as amended by 1996 UK Tax Addendum), prepared by Clifford Chance, London, England for use by parties required to meet UK Inland Revenue tax requirements.*

* *This agreement is also subject to the "Warning and Disclaimer" on the coversheet to the "User's Guide" relating to this agreement.*

SOLICITORS
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (02) 9296 2000
Fax (02) 9296 399
DX 113 Sydney
Ref: JCK

AGREEMENT

Recitals:

A. The Parties hereto are desirous of agreeing to a procedure whereby either one of them (the "**Lender**") will make available to the other of them (the "**Borrower**") from time to time Securities (as hereinafter defined).

B. All transactions carried out under this Agreement will be effected in accordance with the Rules (as hereinafter defined), if applicable, **together with** current market practices, customs and conventions, in so far as they are not inconsistent with the terms of this Agreement.

Operative provisions:

1 Interpretation

1.1 [**Definitions**] The terms defined in clause 26 and in Schedule 1 have the meanings therein specified for the purposes of this Agreement.

1.2 [**Inconsistency**] In the event of any inconsistency between the provisions of Schedule 1 and the other provisions of this Agreement, Schedule 1 will prevail. In the event of any inconsistency between the provisions (if any) of Schedule 3 and the other provisions of this Agreement (including Schedule 1), Schedule 3 will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Agreement (including Schedules 1 and 3), such Confirmation will prevail for the purpose of the relevant transaction.

1.3 [**Single agreement**] All transactions are entered into in reliance on the fact that this Agreement and all Confirmations form a single agreement between the Parties (collectively referred to as this "**Agreement**"), and the Parties would not otherwise enter into any transactions.

1.4 [**Interpretation**] In this Agreement:

(a) Unless the context otherwise requires:

(i) The **singular** includes the plural and vice versa.

(ii) A **person** includes a corporation.

(iii) A **corporation** includes any body corporate and any statutory authority.

(iv) A reference to a statute, ordinance, code or other law or the Rules includes regulations or other instruments under it or them and consolidations, amendments, re-enactments or replacements of any of them.

(b) Notwithstanding the use of expressions such as "borrow", "lend", "Collateral", "Margin", "redeliver" etc., which are used to reflect terminology used in the market for transactions of the kind provided for in this Agreement, title to Securities "borrowed" or "lent" and "Collateral" provided in accordance with this Agreement shall pass from one Party to another as provided for in this Agreement, the Party obtaining such title being obliged to redeliver Equivalent Securities or Equivalent Collateral, as the case may be.

1.5 **[Headings]** All headings appear for convenience only and shall not affect the interpretation of this Agreement.

1.6 **[Currency conversion]** For the purposes of clauses 6, 8.3 and 8.4, when a conversion into the Base Currency is required, all prices, sums or values (including any Value, Offer Value and Bid Value) of Securities, Equivalent Securities, Collateral or Equivalent Collateral (including Cash Collateral) stated in currencies other than the Base Currency shall be converted into the Base Currency at the rate quoted by an Australian bank selected by the Lender (or, if an Event of Default has occurred in relation to the Lender, by the Borrower) at or about 11.00am (Sydney time) on the day of conversion as its spot rate for the sale by the bank of the Base Currency in exchange for the relevant other currency.

1.7 **[Other agreements]** Where at any time there is in existence any other agreement between the Parties the terms of which make provision for the lending of Securities (as defined in this Agreement) as well as other securities, the terms of this Agreement shall apply to the lending of such Securities to the exclusion of any other such agreement.

1.8 **[Nominees]** If payment is to be made to a Party's nominee or otherwise in accordance with the directions of a Party (whether by the other Party or by a third party), it shall be deemed, for the purposes of this agreement, to have been paid or made to the first mentioned Party.

2 Loans of Securities

2.1 **[Borrowing Request and acceptance thereof]** The Lender will lend Securities to the Borrower, and the Borrower will borrow Securities from the Lender, in accordance with the terms and conditions of this Agreement and with the Rules **provided always that** the Lender shall have received from the Borrower and accepted (by whatever means) a Borrowing Request.

2.2 **[Changes to a Borrowing Request]** The Borrower has the right to reduce the amount of Securities referred to in, or otherwise vary, a Borrowing Request **provided that:**

(a) the Borrower has notified the Lender of such reduction or variation no later than midday Australian Eastern standard or summer (as appropriate) time on the day which is two Business Days prior to the Settlement Date, unless otherwise agreed between the Parties, and

(b) the Lender shall have accepted such reduction or variation (by whatever means).

3 Delivery of Securities

[Delivery of Securities] The Lender shall procure the delivery of Securities to the Borrower or deliver such Securities in accordance with the relevant Borrowing Request **together with** appropriate instruments of transfer (where necessary) duly stamped (where necessary) and such other instruments (if any) as may be requisite to vest title thereto in the Borrower. Such Securities shall be deemed to have been delivered by the Lender to the Borrower on delivery to the Borrower or as it shall direct of the relevant instruments of transfer and certificates or other documents of title (if any), or in the case of Securities title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries (such as CHESS), on the transfer of title in accordance with the rules and procedures of such system as in force from time to time, or by such other means as may be agreed.

4 Title, Distributions and Voting

4.1 **[Passing of title]** The Parties shall execute and deliver all necessary documents and give all necessary instructions to procure that all right, title and interest in:

(a) any Securities borrowed pursuant to clause 2;

(b) any Equivalent Securities redelivered pursuant to clause 7;

(c) any Collateral delivered pursuant to clause 6;

(d) any Equivalent Collateral redelivered pursuant to clauses 6 or 7,

shall pass from one Party to the other, on delivery or redelivery of the same in accordance with this Agreement, free from all liens, charges, equities and encumbrances. In the case of Securities, Collateral, Equivalent Securities or Equivalent Collateral title to which is registered in a computer based system which provides for the recording and transfer of title to the same by way of electronic entries, delivery and transfer of title shall take place in accordance with the rules and procedures of such system as in force from time to time.

4.2 **[Distributions]**

(a) **[Cash distributions]** Unless otherwise agreed, where Income is paid in relation to any Securities on or by reference to an Income Payment Date on which such Securities are the subject of a loan under this Agreement, the Borrower shall, on the date of the payment of such Income, or on such other date as the Parties may from time to time agree, (the "**Relevant Payment Date**") pay and deliver a sum of money equivalent to the same to the Lender, irrespective of whether the Borrower received the same.

(b) **[Non-cash distributions]** Subject to paragraph (c) (unless otherwise agreed), where, in respect of any borrowed Securities or any Collateral, any rights relating to conversion, sub-division, consolidation, pre-emption, rights arising under a takeover offer or other rights, including those requiring election by the holder for the time being of such Securities or Collateral, become exercisable prior to the redelivery of Equivalent Securities or Equivalent Collateral, then the Lender or Borrower, as the case may be, may, within a reasonable time before the latest time for the exercise of the right or option, give written notice to the other Party that, on redelivery of Equivalent Securities or Equivalent Collateral, as the case may be, it wishes to receive Equivalent Securities or Equivalent Collateral in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice.

(c) **[Tax Act ss 26BC(3)(c)(ii) and (v) requirements]** Notwithstanding paragraph (b), where, in respect of any Borrowed Securities or any Collateral, the relevant issuer company, trustee, government or government authority issues any right or option in respect of the Borrowed Securities or Collateral, as the case may be, the Borrower or the Lender, respectively, must deliver or make, as the case may be, to the other Party on the date of such issue or on such other date as the Parties may from time to time agree:

(i) the right, or option; or

(ii) an identical right or option; or

(iii) a payment equal to the value to the Lender or the Borrower, respectively, of the right or option;

together with any such endorsements or assignments as shall be customary and appropriate.

(d) **[Manner of payment]** Any payment to be made by the Borrower under this clause shall be made in a manner to be agreed between the Parties.

4.3 **[Voting]** Unless paragraph 4 in Schedule 1 specifies that this clause 4.3 does not apply, each Party undertakes that, where it holds Securities of the same description as any Securities borrowed by it or transferred to it by way of Collateral at a time when a right to vote arises in respect of such Securities, it will use its best endeavours to arrange for the voting rights attached to such Securities to be exercised in accordance with the instructions of the Lender or Borrower (as the case may be) **provided always that** each Party shall use its best endeavours to notify the other of its instructions in writing no later than seven Business Days prior to the date upon which such votes are exercisable, or as otherwise agreed between the Parties, and that the Party concerned shall not be obliged so to exercise the votes in respect of the number of Securities greater than the number so lent or transferred to it. For the avoidance of doubt, the Parties agree that, subject as hereinbefore provided, any voting rights attaching to the relevant Securities, Equivalent Securities, Collateral and/or Equivalent Collateral shall be exercisable by the persons in whose name they are registered, or in the case of Securities, Equivalent Securities, collateral and/or Equivalent Collateral in bearer form by the persons by or on behalf of whom they are held, and not necessarily by the Borrower or the Lender (as the case may be).

5 Fees

5.1 **[Fees]** In respect of each loan of Securities:

(a) for which the Collateral is cash:

(i) the Lender must pay a fee to the Borrower in respect of the amount of that Collateral, calculated at the rate agreed between them; and

(ii) unless the Parties otherwise agree, the Borrower is not obliged to pay a fee to the Lender;

(b) for which there is no Cash Collateral, the Borrower must pay a fee to the Lender, calculated at the rate agreed between them.

5.2 **[Where there are different types of Collateral]** Where the Collateral comprises only partly cash, clause 5.1 is to be construed as if there were separate loans of Securities, one secured solely by Cash Collateral and the other secured solely by non-cash Collateral.

5.3 **[Calculation of fees]** In respect of each loan of Securities, the payments referred to in clause 5.1 of this clause shall accrue daily in respect of the period commencing on and inclusive of the Settlement Day and terminating on and exclusive of the Business Day upon which Equivalent Securities are redelivered or Cash Collateral is repaid. Unless otherwise agreed, the sums so accruing in respect of each calendar month shall be paid in arrears by the Borrower to the Lender or to the Borrower by the Lender (as the case may be) not later than the Business Day which is one week after the last Business Day of the calendar month to which such payment relate or such other date as the Parties from time to time agree. Any payment made pursuant to clause 5.1 shall be in Australian currency, unless otherwise agreed, and shall be paid in such manner and at such place as shall be agreed between the Parties.

6 Collateral

6.1 **[Borrower's obligation to provide Collateral]** Unless otherwise agreed, subject to the other provisions of this clause 6, the Borrower undertakes to deliver to or deposit with the Lender (or in accordance with the Lender's instructions) Collateral of the kind specified in the relevant Borrowing Request or as otherwise agreed between the Parties (together with appropriate instruments of transfer duly stamped (where necessary) and such other instruments as may be requisite to vest title thereto in the Lender) simultaneously with delivery of the Borrowed Securities by the Lender.

6.2 **[Global margining]**

(a) **[Adjustments to Collateral]** Unless otherwise agreed between the Parties, subject to paragraph (b), clause 6.4 and paragraph 1.5 in Schedule 1:

(i) The aggregate Value of the Collateral delivered to or deposited with the Lender or its nominated bank or depositary (excluding any Collateral repaid or redelivered under paragraph (ii) below (as the case may be)) in respect of **all** loans of Securities outstanding under this Agreement (**"Posted Collateral"**) shall from day to day and at any time be at least the aggregate of the Required Collateral Values in respect of such loans.

(ii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement exceeds the aggregate of the Required Collateral Values in respect of such loans, the Lender shall (on demand) repay such Cash Collateral and/or redeliver to the Borrower such Equivalent Collateral as will eliminate the excess.

(iii) If at any time the aggregate Value of the Posted Collateral in respect of all loans of Securities outstanding under this Agreement falls below the aggregate of Required Collateral Values in respect of all such loans, the Borrower shall (on demand) provide such further Collateral to the Lender as will eliminate the deficiency.

(b) **[Netting of Collateral obligations where a Party is both Lender and Borrower]** Unless otherwise agreed between the Parties, subject to clause 6.4 and paragraph 1.5 in Schedule 1, where paragraph (a) applies, if a Party (the "**first Party**") would, but for this paragraph, be required under paragraph (a) to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral in circumstances where the other Party (the "**second Party**") would, but for this paragraph, also be required to repay Cash Collateral, redeliver Equivalent Collateral or provide further Collateral under paragraph (a), then the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the first Party ("**X**") shall be set-off against the Value of the Cash Collateral, Equivalent Collateral or further Collateral deliverable by the second Party ("**Y**") and the only obligation of the Parties under paragraph (a) shall be, where X exceeds Y, an obligation of the first Party, or where Y exceed X, an obligation of the second Party, (on demand) to repay Cash Collateral, redeliver Equivalent Collateral or deliver further Collateral having a Value equal to the difference between X and Y.

6.3 **[Required Collateral Value]** For the purposes of clause 6.2(a), the Value of the Posted Collateral to be delivered or deposited in respect of any loan of Securities, while the loan of Securities continues, shall be equal to the aggregate of the Value of the borrowed Securities and the Margin applicable thereto (the "**Required Collateral Value**").

6.4 **[Time for payment/repayment of Collateral]** Except as provided in clause 6.1 or clause 6.6, where any Cash Collateral is to be repaid, Equivalent Collateral is to be redelivered or further Collateral is to be provided under this clause 6, it shall be paid or delivered as stated in paragraph 1.4 in Schedule 1.

6.5 **[Substitution of Alternative Collateral]** The Borrower may from time to time call for the repayment of Cash Collateral or the redelivery of Equivalent Collateral prior to the date on which the same would otherwise have been repayable or redeliverable, provided that, at the time of such repayment or redelivery, the Borrower shall have delivered or delivers Alternative Collateral acceptable to the Lender.

6.6 **[Return of Collateral/Equivalent Collateral on redelivery of Equivalent Securities]**

(a) Cash Collateral shall be repaid and Equivalent Collateral shall be redelivered at the same time as Equivalent Securities in respect of the Securities borrowed are redelivered.

(b) Where Collateral is provided through a book entry transfer system (such as Austraclear or RITS), the obligation of the Lender shall be to redeliver Equivalent Collateral through such book entry transfer system in accordance with this Agreement. If the loan of Securities in respect of which Collateral was provided has not been discharged when the Equivalent Collateral is redelivered, any payment obligation generated within the book entry transfer system on such redelivery shall, until the loan of Securities is discharged or further Collateral is provided, be deemed to constitute an obligation to pay Cash Collateral.

6.7 **[Receipt by Lender of Income on Collateral]** Where Collateral (other than Cash Collateral) is delivered in respect of which any Income may become payable and an Income Payment Date in respect of that Collateral occurs prior to the redelivery of Equivalent Collateral, then, unless such Income is paid directly to the Borrower, the Lender shall, on the date on which such Income is paid or on such other date as the Parties may from time to time agree, pay and deliver a sum of money or property equivalent to such Income (with any such endorsements or assignments as shall be customary and appropriate to effect the delivery) to the Borrower.

6.8 [**Borrower's rights re Collateral are not assignable**] The Borrower may not assign, transfer or otherwise dispose of, or mortgage, charge or otherwise encumber, or otherwise deal with its rights in respect of any Collateral without the prior written consent of the Lender.

6.9 **[Lender may set off obligation to repay or return Equivalent Collateral]** If the Borrower fails to comply with its obligation to redeliver Equivalent Securities, the obligation of the Lender in respect of any Collateral may be the subject of a set-off in accordance with clause 8.

6.10 [**Collateral provided to Lender's Nominee**] Without limiting clause 1.8, where Collateral is provided to the Lender's nominee, any obligation under this Agreement to repay or redeliver or otherwise account for Equivalent Collateral shall be an obligation of the Lender, notwithstanding that any such repayment or redelivery may be effected in any particular case by the nominee.

7 Redelivery of Equivalent Securities

7.1 [**Borrower's obligation to redeliver Equivalent Securities**] The Borrower undertakes to redeliver Equivalent Securities in accordance with this Agreement and the terms of the relevant Borrowing Request.

7.2 [**Lender may call for early redelivery of Equivalent Securities**] Subject to clause 8 and the terms of the relevant Borrowing Request, the Lender may call for the redelivery of all or any Equivalent Securities at any time by giving notice on any Business Day of not less than the Standard Settlement Time for such Equivalent Securities or the equivalent time on the exchange or in the clearing organisation through which the relevant borrowed Securities were originally delivered. The Borrower shall as hereinafter provided redeliver such Equivalent Securities not later than the expiry of such notice in accordance with the Lender's instructions.

7.3 [**Lender may terminate loan if Borrower defaults**] If the Borrower does not redeliver Equivalent Securities in accordance with such call, the Lender may elect to continue the loan of Securities ; **provided that**, if the Lender does not elect to continue the loan, the Lender may by written notice to the Borrower elect to terminate the relevant loan. Upon the expiry of such notice the provisions of clauses 8.2 to 8.5 shall apply as if upon the expiry of such notice an Event of

Default had occurred in relation to the Borrower (who shall thus be the Defaulting Party for the purposes of this Agreement) and as if the relevant loan were the only loan outstanding.

7.4 **[Consequence of exercise of "buy-in" against Lender, as a result of Borrower default]** In the event that, as a result of the failure of the Borrower to redeliver Equivalent Securities to the Lender in accordance with this Agreement, a "buy-in" is exercised against the Lender, then, provided that reasonable notice has been given to the Borrower of the likelihood of such a "buy-in", the Borrower shall account to the Lender for the total costs and expenses reasonably incurred by the Lender as a result of such "buy-in".

7.5 **[Right of Borrower to terminate loan early]** Subject to the terms of the relevant Borrowing Request, the Borrower shall be entitled at any time to terminate a particular loan of Securities and to redeliver all and any Equivalent Securities due and outstanding to the Lender in accordance with the Lender's instructions.

8 Set-off etc.

8.1 **[Requirement for simultaneous delivery]** On the date and time that Equivalent Securities are required to be redelivered by the Borrower in accordance with the provisions of this Agreement the Lender shall simultaneously redeliver the Equivalent Collateral and repay any Cash Collateral held (in respect of the Equivalent Securities to be redelivered) to the Borrower. Neither Party shall be obliged to make delivery (or make a payment as the case may be) to the other unless it is satisfied that the other Party will make such delivery (or make an appropriate payment as the case may be) to it simultaneously. If it is not so satisfied (whether because an Event of Default has occurred in respect of the other Party or otherwise), it shall notify the other Party and, unless that other Party has made arrangements which are sufficient to assure full delivery (or the appropriate payment as the case may be) to the notifying Party, the notifying Party shall (provided it is itself in a position, and willing, to perform its own obligations) be entitled to withhold delivery (or payment, as the case may be) to the other Party.

8.2 **[Netting following occurrence of Event of Default]** If an Event of Default occurs in relation to either Party, the Parties' delivery and payment obligations (and any other obligations they have under this Agreement) shall be accelerated so as to require performance thereof at the time such Event of Default occurs (the date of which shall be the "**Performance Date**" for the purposes of this clause), and in such event:

(a) the Relevant Value of the Securities to be delivered (or payment to be made, as the case may be) by each Party shall be established in accordance with clause 8.3; and

(b) on the basis of the Relevant Values so established, an account shall be taken (as at the Performance Date) of what is due from each Party to the other and (on the basis that each Party's claim against the other in respect of delivery of Equivalent Securities or Equivalent Collateral or any cash payment equals the Relevant Value thereof) the sums due from one Party shall be set-off against the sums due from the other and only the balance of the account shall be payable (by the Party having the claim valued at the lower amount pursuant to the foregoing) and such balance shall be payable on the Performance Date.

8.3 **[Relevant Value]** For the purposes of clause 8.2 the Relevant Value:

(a) of any cash payment obligation shall equal its par value (disregarding any amount taken into account under (b) or (c) below);

(b) of any Securities to be delivered by the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Offer Value thereof; and

(c) of any Securities to be delivered to the Defaulting Party shall, subject to clause 8.4(b) and (c) below, equal the Bid Value thereof.

8.4 **[Bid Value/Offer Value]**

(a) For the purposes of clause 8.3, but subject to (b) and (c) below, the Bid Value and Offer Value of any Securities shall be calculated as at the Close of Business in the most appropriate market for Securities of the relevant description (as determined by the Non-Defaulting Party) on the first Business Day following the Performance Date, or, if the relevant Event of Default occurs outside the normal business hours of such market, on the second Business Day following the Performance Date (the "**Default Valuation Time**").

(b) Where the Non-Defaulting Party has, following the occurrence of an Event of Default but prior to the Default Valuation Time, purchased Securities forming part of the same issue and being of an identical type and description to those to be delivered by the Defaulting Party and in substantially the same amount as those Securities or sold Securities forming part of the same issue and being of an identical type and description to those to be delivered by him to the Defaulting Party and in substantially the same amount as those Securities, the cost of such purchase or the proceeds of such sale, as the case may be, (taking into account all reasonable costs, fees and expenses that would be incurred in connection therewith) shall be treated as the Offer Value or Bid Value, as the case may be, of the relevant Securities for the purposes of this clause 8.

(c) Where the amount of any Securities sold or purchased as mentioned in (b) above is not in substantially the same amount as those Securities to be valued for the purposes of clause 8.3, the Offer Value or the Bid Value (as the case may be) of those Securities shall be ascertained by:

(i) dividing the net proceeds of sale or cost of purchase by the amount of the Securities sold or purchased so as to obtain a net unit price; and

(ii) multiplying that net unit price by the amount of the Securities to be valued.

8.5 **[Interpretation: "Securities"]** Any reference in this clause 8 to Securities shall include any asset other than cash provided by way of Collateral.

8.6 **[Interpretation: "Event of Default"]** If the Borrower or the Lender for any reason fails to comply with its respective obligations under clause 6.6 in respect of the redelivery of Equivalent Collateral or the repayment of Cash Collateral, such failure shall be an Event of Default for the purposes of this clause 8, and the person failing to comply shall thus be the Defaulting Party.

8.7 **[Waiver of right to require simultaneous delivery]** Subject to and without prejudice to its rights under clause 8.1, either Party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities, Collateral and cash transfers waive its right under this Agreement in respect of simultaneous delivery and/or payment; **provided that** no such waiver in respect of one transaction shall bind it in respect of any other transaction.

9 Stamp duty, taxes etc and loss of tax benefits

9.1 **[Stamp duty etc]** The Borrower hereby undertakes promptly to pay and account for any transfer or similar duties or taxes, and any loan security or other stamp duties, (if any) chargeable in connection with any transaction effected pursuant to or contemplated by this Agreement, and shall indemnify and keep indemnified the Lender against any liability arising in respect thereof as a result of the Borrower's failure to do so.

9.2 **[Borrower to give Transfer of Dividend Statement to Lender re franked dividends]** If:

(a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;

(b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received a Franked Dividend in respect of those Securities;

(c) the Agreement or the relevant Confirmation states that the Lender is an Australian Taxpayer;

(d) the failure of the Lender to receive a Franked Dividend is not due to any unreasonable act or omission by or on behalf of the Lender; and

(e) neither item 7 in Schedule 1 nor the relevant Confirmation states that the Lender is **not** entitled to compensation for the loss of franking credits/rebates;

then:

(f) the Borrower must either:

(i) as soon as practicable, and in any event within [10 Business Days] after the relevant Income Payment Date, give to the Lender a Transfer of Dividend Statement in respect of those Securities (which the Borrower is to be taken as having warranted is correct in all material respects and is effective for the purposes of Division 6A of Part IIIAA of the Tax Act); or

(ii) on the [10th Business Day] after the relevant Income Payment Date pay to the Lender an amount equal to the franking credit referable to the Franked Dividend.

9.3 **[Borrower to compensate corporate Lender for loss of intercorporate dividend rebate re unfranked dividends]** If:

(a) an Income Payment Date occurs during an Income Determination Period in relation to a particular loan of Securities;

(b) had the Lender been the holder of those Securities on the relevant Income Payment Date, it would have received an Unfranked Dividend in respect of those Securities;

(c) the Agreement or the relevant Confirmation states the Lender is entitled to compensation for the loss of the intercorporate dividend rebate under the Tax Act;

(d) the failure of the Lender to qualify for that rebate is not due to any unreasonable act or omission by or on behalf of the Lender; and

(e) neither item 8 of the Agreement nor the relevant Confirmation states that the Lender is **not** entitled to compensation for the loss of that rebate;

then the Borrower must pay to the Lender an amount calculated as follows:

$$P = \frac{DT}{1-T}$$

Where:

P = the amount payable;

D = the amount of the Unfranked Dividend; and

T = the rate of income tax, expressed as a decimal, determined under the Tax Act at the relevant Income Payment Date as that payable in respect of the taxable income of a company (other than a private company, a company in the capacity of a trustee or a non-profit company that is a friendly society dispensary).

9.4 **["Notifiable consideration" for the purposes of s26BC(3)(d) of the Tax Act]** For the purposes of section 26BC(3)(d) of the Tax Act, the notifiable consideration in respect of any loan of Securities is dissected as follows:

(a) a fee - see clause 5.1(as applicable); and

(b) other consideration - see clauses 4.2, 6 and 9 and the definition of "Equivalent Securities" in clause 26.

10 Lender's warranties

[Lender's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Lender:

(a) it is duly authorised and empowered to perform its duties and obligations under this Agreement;

(b) it is not restricted under the terms of its constitution or in any other manner from lending Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all Securities provided by it under this Agreement to the Borrower free from all liens, charges, equities and encumbrances; and

(d) where paragraph 3 in Schedule 1 specifies that this clause 10(d) applies, it is not resident in Australia for the purposes of the Tax Act and either:

(i) does not have a branch or other permanent establishment in Australia for the purposes of the Tax Act or of any applicable double tax agreement between Australia and its country of tax residence; or

(ii) if it does have such a branch or other permanent establishment in Australia, that the loan is not entered into in the course of carrying on business through such branch or permanent establishment.

11 Borrower's warranties

[Borrower's warranties] Each Party hereby warrants and undertakes to the other on a continuing basis, to the intent that such warranties shall survive the completion of any transaction contemplated by this Agreement, that, where acting as a Borrower:

(a) it has all necessary licences and approvals, and is duly authorised and empowered, to perform its duties and obligations under this Agreement and will do nothing prejudicial to the continuation of such authorisation, licences or approvals;

(b) it is not restricted under the terms of its constitution or in any other manner from borrowing Securities in accordance with this Agreement or from otherwise performing its obligations under this Agreement;

(c) it is absolutely entitled to pass full legal and beneficial ownership of all Collateral provided by it under this Agreement to the Lender free from all liens, charges, equities and encumbrances; and

(d) it is acting as principal in respect of this Agreement.

12 Events of Default

12.1 **[Events of Default]** Each of the following events occurring in relation to either Party (the "**Defaulting Party**", the other Party being the "**Non-Defaulting Party**") shall be an Event of Default for the purpose of clause 8:

(a) the Borrower or Lender failing to pay or repay Cash Collateral or deliver or redeliver Collateral or Equivalent Collateral upon the due date, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(b) the Lender or Borrower failing to comply with its obligations under clause 6, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(c) the Borrower failing to comply with clause 4.2, clause 9.2 or clause 9.3 and the Non-Defaulting Party serves written notice on the Defaulting Party;

(d) an Act of Insolvency occurring with respect to the Lender or the Borrower and (except in the case of an Act of Insolvency which is the presentation of a petition for winding up or any analogous proceeding or the appointment of a liquidator or analogous officer of the Defaulting Party in which case no such notice shall be required) the Non-Defaulting Party serves written notice on the Defaulting Party;

(e) any representations or warranties made by the Lender or the Borrower being incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(f) the Lender or the Borrower admitting to the other that it is unable to, or it intends not to, perform any of its obligations hereunder and/or in respect of any loan hereunder, and the Non-Defaulting Party serves written notice on the Defaulting Party;

(g) the Lender (if appropriate) or the Borrower being declared in default by the appropriate authority under the Rules or being suspended or expelled from membership of or participation in any securities exchange or association or other self-regulatory organisation, or suspended from dealing in securities by any government agency, and the Non-Defaulting Party serves written notice on the Defaulting Party;-

(h) any of the assets of the Lender or the Borrower or the assets of investors held by or to the order of the Lender or the Borrower being ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation and the Non-Defaulting Party serves written notice on the Defaulting Party, or

(i) the Lender or the Borrower failing to perform any other of its obligations hereunder and not remedying such failure within 30 days after the Non-Defaulting Party serves written notice requiring it to remedy such failure, and the Non-Defaulting Party serves a further written notice on the Defaulting Party.

12.2 **[Obligation of each Party to notify its Event of Default]** Each Party shall notify the other if an Event of Default occurs in relation to it.

13 Outstanding payments

[Default interest] In the event of either Party failing to remit sums in accordance with this Agreement, such Party hereby undertakes to pay to the other Party upon demand interest (before as well as after judgment) on the net balance due and outstanding, for the period commencing on and inclusive of the original due date for payment to (but excluding) the date of actual payment, in the same currency at a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it in good faith) if it were to fund or of funding the relevant amount, plus 2% (or other agreed percentage) per annum.

14 Transactions entered into as agent

14.1 [**Agency Transactions**] Subject to the following provisions of this clause, the Lender may enter into loans as agent (in such capacity, the "**Agent**") for a third person (a "**Principal**"), whether as custodian or investment manager or otherwise (a loan so entered into being referred to in this clause as an "**Agency Transaction**").

14.2 [**Conditions for Agency Transactions**] A Lender may enter into an Agency Transaction if, but only if:

(a) it specifies that loan as an Agency Transaction at the time when it enters into it;

(b) it enters into that loan on behalf of a single Principal whose identity is disclosed to the Borrower (whether by name or by reference to a code or identifier which the Parties have agreed will be used to refer to a specified Principal) at the time when it enters into the loan; and

(c) it has at the time when the loan is entered into actual authority to enter into the loan and to perform on behalf of that Principal all of that Principal's obligations under the agreement referred to in clause 14.4(b) below.

14.3 [**Undertakings by Lender**] The Lender undertakes that, if it enters as agent into an Agency Transaction, forthwith upon becoming aware:

(a) of any event which constitutes an Act of Insolvency with respect to the relevant Principal; or

(b) of any breach of any of the warranties given in clause 14.5 below or of any event or circumstance which has the result that any such warranty would be untrue if repeated by reference to the current facts,

it will inform the Borrower of that fact and will, if so required by the Borrower, furnish it with such additional information as it may reasonably request.

14.4 [**Consequences of Agency Transaction**]

(a) Each Agency Transaction shall be a transaction between the relevant Principal and the Borrower and no person other than the relevant Principal and the Borrower shall be a party to or have any rights or obligations under an Agency Transaction. Without limiting the foregoing, the Lender shall not be liable as principal for the performance of an Agency Transaction or for breach of any warranty contained in clause 10(d) of this Agreement, but this is without prejudice to any liability of the Lender under any other provision of this clause.

(b) All the provisions of the Agreement shall apply separately as between the Borrower and each Principal for whom the Agent has entered into an Agency Transaction or Agency Transactions as if each such Principal were a party to a separate agreement with the Borrower in all respects identical with this Agreement other than this paragraph and as if the Principal were Lender in respect of that agreement; **provided that**:

(i) if there occurs in relation to the Agent an Event or Default or an event which would constitute an Event of Default if the Borrower served written notice under any paragraph of clause 12, the Borrower shall be entitled by giving written notice to the Principal (which notice shall be validly given to the Lender in accordance with clause 20) to declare that, by reason of that event, an Event of Default is to be treated as occurring in relation to the Principal. If the Borrower gives such a notice, then an Event of Default shall be treated as occurring in relation to the Principal at the time when the notice is deemed to be given; and

(ii) if the Principal is neither incorporated nor has established a place of business in Australia, the Principal shall for the purposes of the agreement referred to in the preamble in this paragraph (b) be deemed to have appointed as its agent to receive on its behalf service of process in the courts of Australia the Agent, or, if the Agent is neither incorporated nor has established a place of business in Australia, the person appointed by the Agent for the purposes of this Agreement, or such other person as the Principal may from time to time specify in a written notice given to the other party.

(c) The foregoing provisions of this clause do not affect the operation of the Agreement as between the Borrower and the Lender in respect of any transactions into which the Lender may enter on its own account as principal.

14.5 **[Warranty by Lender]** The Lender warrants to the Borrower that it will, on every occasion on which it enters or purposes to enter into a transaction as an Agency Transaction, have been duly authorised to enter into that loan and perform the obligations arising thereunder on behalf of the person whom it specifies as the Principal in respect of that transaction and to perform on behalf of that person all the obligations of that person under the agreement referred to in clause 14.4(b).

15 Termination of course of dealings by notice

Each Party shall have the right to bring the course of dealing contemplated under this Agreement to an end by giving not less than 15 Business Days' notice in writing to the other Party (which notice shall specify the date of termination), subject to an obligation to ensure that all loans and which have been entered into but not discharged at the time such notice is given are duly discharged in accordance with this Agreement and with the Rules (if applicable).

16 No reliance or tax or accounting representations by other Party

Each Party acknowledges, represents and warrants to the other that, except as expressly stated in this Agreement or any Confirmation:

(a) it has not relied on any advice, statement, representation or conduct of any kind by or on behalf of the other Party in relation to any tax (including stamp duty) or accounting issues concerning this Agreement or any transactions effected under it; and

(b) it has made its own determination as to the tax (including stamp duty) and accounting consequences and treatment of any transaction effected under this

Agreement, including (without limitation) of any moneys paid or received or any property transferred or received in connection with any such transaction.

17 Observance of procedures

Each of the Parties hereto agrees that, in taking any action that may be required in accordance with this Agreement, it shall observe strictly the procedures and timetable applied by the Rules (if and to the extent applicable) and, further, shall observe strictly any agreement (oral or otherwise) as to the time for delivery or redelivery of any money, Securities, Equivalent Securities, Collateral or Equivalent Collateral entered into pursuant to this Agreement.

18 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Agreement shall, however, thereafter be amended by the Parties in such reasonable manner so as to achieve, without illegality, the intention of the Parties with respect to that severed provision.

19 Specific performance

Each Party agrees that, in relation to legal proceedings, it will not seek specific performance of the other Party's obligation to deliver or redeliver Securities, Equivalent Securities, Collateral or Equivalent Collateral, but without prejudice to any other rights it may have.

20 Notices

20.1 [**Effectiveness**] Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under clause 12 or clause 15 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see paragraph 6 in Schedule 1) and will be deemed effective as indicated:

(a) if in writing and delivered in person or by courier, on the date it is delivered;

(b) if sent by telex, on the date the recipient's answerback is received;

(c) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(d) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(e) if sent by electronic messaging system, on the date that electronic message is received,

unless the date of that delivery (or attempted delivery) or the receipt, as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

20.2 [**Change of Address**] Either party may by notice to the other change the address, telex or facsimile number or electronic massaging system details at which notices or other communications are to be given to it.

21 Assignment

Neither Party may assign, transfer or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other Party.

22 Non-Waiver

No failure or delay by either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as provided in this Agreement.

23 Time

Time shall be of the essence of the Agreement.

24 Recording

The Parties agree that each may electronically record all telephonic conversations between them.

25 Miscellaneous

25.1 [**Entire Agreement**] This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

25.2 [**Amendments**] No amendment in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the Parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

25.3 [**Survival of Obligations**] The obligations of the Parties under this Agreement will survive the termination of any transaction.

25.4 **[Remedies Cumulative]** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive or any rights, powers, remedies and privileges provided by law.

25.5 **[Counterparts]** This Agreement (and each amendment in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

25.6 **[Expenses]** A defaulting Party will, on demand, indemnify and hold harmless the other Party for and against all reasonable out-of-pocket expenses, including legal fees and stamp duty, incurred by such other Party by reason of the enforcement and protection of its rights under this Agreement or by reason of the early termination of any transaction, including, but not limited to, costs of collection.

26 Definitions

In this Agreement:

Act of Insolvency means in relation to either Party:

(a) its making a general assignment for the benefit of, or entering into a reorganisation, arrangement, or composition with creditors; or

(b) its admitting in writing that it is unable to pay its debts as they become due; or

(c) its seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of it or any material part of its property; or

(d) the presentation or filing of a petition in respect of it (other than by the other Party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency alleging or for the bankruptcy, winding-up or insolvency of such Party (or any analogous proceeding) or seeking any reorganisation, arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition (except in the case of a petition for winding-up or any analogous proceeding in respect of which no such 30 day period shall apply) not having been stayed or dismissed within 30 days of its filing; or

(e) the appointment of a receiver, administrator, liquidator or trustee or analogous officer of such Party over all or any material part of such Party's property; or

(f) the convening of any meeting of its creditors for the purpose of considering a compromise or arrangement within Part 5.1 of the Corporations Law of Australia (or any analogous proceeding).

In this definition:

(g) "liquidator" shall be deemed to include a "provisional liquidator";

(h) "receiver" shall be deemed to include a "receiver and manager";

(i) "administrator" shall be deemed to include an "official manager";

(j) "arrangement" shall be deemed to include a "scheme of arrangement"; and

(k) "creditors" shall be deemed to include "any class of creditors".

Agent has the meaning given in clause 14.

Alternative Collateral means Collateral of a Value equal to the Collateral delivered pursuant to clause 6 and provided by way of substitution for Collateral originally delivered or previously substituted in accordance with the provisions of clause 6.5.

Australian Taxpayer means any person other than:

(a) a Party who is not a resident of Australia for the purposes of the Tax Act (whether that Party is acting as a trustee, nominee or agent or in some other capacity) at the time a Franked Dividend is paid; or

(b) a Party who is acting in the capacity of trustee, nominee or agent for a person who is not a resident of Australia for the purposes of the Tax Act at the time a Franked Dividend is paid.

Bankers Acceptances has the meaning given in paragraph 1.1(d) in Schedule 1

Base Currency has the meaning given in paragraph 2 in Schedule 1.

Bid Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available bid price thereof on the most appropriate market in a standard size.

Bid Value, subject to clause 8.5, means

(a) in relation to Equivalent Collateral at a particular time:

(i) in relation to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1;

(ii) in relation to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount which would be received on a sale of such Collateral at the Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection with selling or otherwise realising such Equivalent Collateral, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out such sale or realisation and adding thereto the amount of any interest, dividends, distributions or other amounts paid to the Lender and in respect of which equivalent amounts have not been paid to the Borrower in accordance with clause 6.7 prior to such time in respect of such Equivalent Collateral or the original Collateral held gross of all and any tax deducted or paid in respect thereof; and

(b) in relation to Equivalent Securities at a particular time, the amount which would be received on a sale of such Equivalent Securities at the Bid Price thereof at such time **less** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

Borrower, in relation to a particular loan of Securities, means the Borrower as referred to in Recital A of this Agreement.

Borrowing Request means a request made in writing (an example of which comprises Schedule 2 to this Agreement) by the Borrower to the Lender pursuant to clause 2.1 specifying, as necessary:

(a) the description, title and amount of the Securities required by the Borrower;

(b) the description (if other than Australian currency) and amount of any Collateral to be provided;

(c) the proposed Settlement Date;

(d) the duration of such loan (if other than indefinite);

(e) the mode and place of delivery, which shall, where relevant, include the bank, agent, clearing or settlement system and account to which delivery of the Securities and any Collateral is to be made;

(f) the Margin in respect of the transaction (if different from that stated in Schedule 1 or Schedule 3, as appropriate); and

(g) the Fee.

Business Day means a day on which banks and securities markets are open for business generally in each place stated in paragraph 5 in Schedule 1 and, in relation to the delivery or redelivery of any of the following in relation to any loan, in the place(s) where the relevant Securities, Equivalent Securities, Collateral (including Cash Collateral) or Equivalent Collateral are to be delivered.

Cash Collateral means Collateral that takes the form of a deposit of currency.

Close of Business means:

(a) in relation to any borrowing of Securities or redelivery of Equivalent Securities under this agreement, the final time on a Business Day at which settlement of the transfer of those Securities can take place in the Stock Exchange in order to constitute good delivery on that day; and

(b) in relation to the provision of Collateral or return of Equivalent Collateral or the making of any other payment under this agreement, the time at which trading banks close for general banking business in the place in which payment is to be made or

Collateral or Equivalent Collateral is to be delivered or redelivered.

Collateral means such securities or financial instruments or deposits of currency as are referred to in paragraph 1.1 in Schedule 1 or any combination thereof which are delivered by the Borrower to the Lender in accordance with this Agreement and includes the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate), and includes Alternative Collateral.

Confirmation means the Borrowing Request, as it may be amended pursuant to clause 2.2., or other confirming evidence exchanged between the Parties confirming the terms of a transaction.

Defaulting Party has the meaning given in clause 12.

Dividend means a dividend within the meaning of the definition of that term in section 6(1) (as affected by sections 6(4) and 6(5)) of the Tax Act.

Equivalent Collateral or **Collateral equivalent to**, in relation to any Collateral provided under this Agreement, means securities, cash or other property, as the case may be, of an identical type, nominal value, description and amount to particular Collateral so provided and shall include the certificates or other documents of title (if any) and transfer in respect of the foregoing (as appropriate). If and to the extent that such Collateral consists of securities that are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the relevant Collateral has been converted, subdivided or consolidated **provided that**, if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Borrower has given notice to the Lender in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Borrower shall have paid to the Lender an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the relevant Collateral **together with** the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the relevant Collateral **together with** the securities allotted thereon, **provided that** the Borrower has given notice to the Lender in accordance with clause 4.2(b), and has paid to the Lender all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made of the relevant Collateral in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, notice has been given to the Lender in accordance with clause 4.2(b) the relevant Collateral **together with** securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the relevant Collateral **together with** or replaced by a sum of money or securities equivalent to that received in respect of such Collateral resulting from such event.

For the avoidance of doubt, in the case of Bankers' Acceptances (Collateral type (d)), Equivalent Collateral must bear dates, acceptances and endorsements (if any) by the same entitles as the bill to which it is intended to be equivalent and, for the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Equivalent Securities means securities of an identical type, nominal value, description and amount to particular Securities borrowed and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (if appropriate). If and to the extent that such Securities are partly paid or have been converted, subdivided, consolidated, redeemed, made the subject of a takeover, capitalisation issue, rights issue or event similar to any of the foregoing, the expression shall have the following meaning:

(a) in the case of conversion, subdivision or consolidation the securities into which the borrowed Securities have been converted, subdivided or consolidated **provided that** if appropriate, notice has been given in accordance with clause 4.2(b);

(b) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

(c) in the case of a takeover, a sum of money or securities, being the consideration or alternative consideration of which the Lender has given notice to the Borrower in accordance with clause 4.2(b);

(d) in the case of a call on partly paid securities, the paid-up securities **provided that** the Lender shall have paid to the Borrower an amount of money equal to the sum due in respect of the call;

(e) in the case of a capitalisation issue, the borrowed Securities **together with** the securities allotted by way of a bonus thereon;

(f) in the case of a rights issue, the borrowed Securities **together with** the securities allotted thereon, **provided that** the Lender has given notice to the Borrower in accordance with clause 4.2(b), and has paid to the Borrower all and any sums due in respect thereof;

(g) in the event that a payment or delivery of Income is made in respect of the borrowed Securities in the form of securities or a certificate which may at a future date be exchanged for securities or in the event of an option to take Income in the form of securities or a certificate which may at a future date be exchanged for securities, notice has been given to the Borrower in accordance with clause 4.2(b) the borrowed Securities **together with** securities or a certificate equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, the borrowed Securities **together with** or replaced by a sum of money or securities equivalent to that received in respect of such borrowed Securities resulting from such event.

For the purposes of this definition, securities are equivalent to other securities where they are of an identical type, nominal value, description and amount and such term shall include the certificate and other documents of or evidencing title and transfer in respect of the foregoing (as appropriate).

Event of Default has the meaning given in clause 12.

Fee, in respect of a transaction, means the fee payable by one Party to the other in respect of that transaction under clause 5.

Franked Dividend means a Dividend the whole or part of which is taken to have been franked in accordance with section 160AQF of the Tax Act.

Income means any dividends, interest or other distributions of any kind whatsoever with respect to any Securities or Collateral.

Income Determination Period, in relation to a particular loan of Securities, means:

(a) in relation to the Securities, the period commencing when the Securities cease to be registered in the name of the Lender (or the relevant transferor) upon or before delivery of those Securities under clause 3 and ending when Equivalent Securities are registered in the name of the Lender (or the relevant transferee) upon or following redelivery of those Equivalent Securities under clause 7.1; and

(b) in relation to Collateral (other than Cash Collateral), the period commencing when the Collateral ceases to be registered in the name of the Borrower (or the relevant transferor) upon or before delivery of that Collateral under clause 6.1 and ending when Equivalent Collateral is registered in the name of the Borrower (or the relevant transferee) upon or following redelivery of that Equivalent Collateral under clause 6.6.

Income Payment Date, in relation to any Securities or Collateral, means the date on which Income is paid in respect of such Securities or Collateral, or, in the case of registered Securities or Collateral, the date by reference to which particular registered holders are identified as being entitled to payment of Income.

Lender, in relation to a particular loan of Securities, means the Lender as referred to in Recital A of this Agreement.

Margin has the meaning in paragraph 1.3 in Schedule 1.

Nominee means an agent or a nominee appointed by either Party to accept delivery of, hold or deliver Securities, Equivalent Securities, Collateral and/or Equivalent Collateral on its behalf whose appointment has been notified to the other Party.

Non-Defaulting Party has the meaning given in clause 12.

Offer Price, in relation to Equivalent Securities or Equivalent Collateral, means the best available offer price thereof on the most appropriate market in a standard size.

Offer Value, subject to clause 8.5, means:

(a) in relation to Collateral equivalent to Collateral type (h) (more specifically referred to in paragraph 1.1 in Schedule 1), the Value thereof as calculated in accordance with paragraph 1.2(d) in Schedule 1; and

(b) in relation to Equivalent Securities or Collateral equivalent to all other types of Collateral (more specifically referred to in paragraph 1.1 in Schedule 1), the amount it would cost to buy such Equivalent Securities or Equivalent Collateral at the Offer Price thereof at such time **plus** all costs, fees and expenses that would be incurred in connection therewith, calculated on the assumption that the aggregate thereof is the least that could reasonably be expected to be paid in order to carry out the transaction.

paid, in relation to a Dividend, includes credited, distributed or issued and like terms are to be construed accordingly.

Parties means the Lender and the Borrower and **Party** shall be construed accordingly.

Performance Date has the meaning given in clause 8.

Posted Collateral has the meaning given in clause 6.2(a)(i).

Principal has the meaning given in clause 14.

Reference Price means:

(a) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to type (g) (more specifically referred to in paragraph 1.1 in Schedule 1), such price as is equal to the mid market quotation of such Securities, Equivalent Securities, Collateral and/or Equivalent Collateral as derived from a reputable pricing information service (such as the services provided by SEATS or Reuters) reasonably chosen in good faith by the Lender or if unavailable the market value thereof as derived from the prices or rates bid by a reputable dealer for the relevant instrument reasonably chosen in good faith by the Lender, in each case at Close of Business on the previous Business Day; and

(b) in relation to the valuation of Securities, Equivalent Securities, Collateral and/or Collateral equivalent to Collateral types (b)-(f) (more specifically referred to in paragraph 1.1 in Schedule 1), the market value thereof as derived from the prices or rates bid by a market maker or reputable dealer for the relevant instrument reasonably chosen by the Lender in good faith or, in the absence of such a bid, the average of the rates bid by two leading market makers reasonably chosen in good faith by the Lender in each case at Close of Business on the previous Business Day.

Relevant Payment Date has the meaning given in clause 4.2(a).

Required Collateral Value has the meaning given in clause 6.3.

Rules means the rules for the time being of the Stock Exchange (where either Party is a member of the Stock Exchange) and/or any other regulatory authority whose rules and regulations shall from time to time affect the activities of the Parties pursuant to this Agreement (**provided that** in an Event of Default, where either Party is a member of the Stock Exchange, the Rules and Regulations of the Stock Exchange shall prevail).

Securities means "eligible securities" within the meaning of section 26BC(1) of the Tax Act which the Borrower is entitled to borrow from the Lender in accordance with the Rules and which are the subject of a loan pursuant to this Agreement and such term shall include the certificates or other documents of title (if any) in respect of the foregoing.

Settlement Date means the date upon which Securities are or are to be transferred to the Borrower in accordance with this Agreement.

Standard Settlement Time, in relation to Australian Securities, means T + 5 Australian business days on which the Australian Stock Exchange Limited is open for trading, or such lesser time in which transactions in Australia in listed securities are customarily required to be settled.

Stock Exchange means the Australian Stock Exchange Limited.

Tax Act means the Income Tax Assessment Act 1936 (Commonwealth of Australia).

Transfer of Dividend Statement, in relation to Dividends, means a properly completed document in the form, or substantially in the form, of Appendix 6.26 to the Rules or a properly completed statement in another approved form within the meaning of the definition of that term in section 160APA of the Tax Act.

Unfranked Dividend means a Dividend no part of which has been franked in accordance with the Tax Act.

Value at any particular time means, in relation to Securities and Equivalent Securities, the Reference Price thereof then current and in respect of Collateral and/or Equivalent Collateral such worth as determined in accordance with paragraph 1.2 in Schedule 1.

27 Governing Law and Jurisdiction

27.1 [**Governing law**] This Agreement is governed by, and shall be construed in accordance with, the law in force in New South Wales, Australia.

27.2 [**Consent to jurisdiction**] Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect of any dispute in connection with this Agreement.

EXECUTED as an agreement

Schedule 1 - Particulars

1 COLLATERAL *(see definition in clause 26, and also clause 6)*

1.1 Types *(see definition of "Collateral" in clause 26)*

Collateral acceptable under this Agreement may include the following or otherwise, as agreed between the Parties from time to time, whether transferable by hand or within a depositary:

(a) Cash;

(b) Australian Government Inscribed Stock;

(c) Australian, State or Territory Government stock, bonds or promissory notes (including those issued by any statutory corporation such as Treasury Corporation of New South Wales);

(d) Bills of exchange accepted by any bank carrying on business in Australia ("**Bankers Acceptances**");

(e) Promissory notes issued by any such bank;

(f) Certificates of Deposit issued by any such bank;

(g) Corporate bonds in registrable or bearer form;

(h) Irrevocable Standby Letters of Credit issued or confirmed by any such bank.

1.2 Valuation of Collateral *(see definition of "Value" in clause 26 and clause 6.2)*

Collateral provided in accordance with this Agreement shall be evaluated by reference to the following, or by such means as the Parties may from time to time agree:

(a) in respect of Collateral type (a), the amount thereof in, or converted into, the Base Currency;

(b) in respect of Collateral type (b), the value calculated by reference to the middle market price of each stock as determined daily by the Reserve Bank of Australia, adjusted to include the accumulated interest thereon;

(c) in respect of Collateral types (c) to (g), the Reference Price thereof;

(d) in respect of Collateral type (h), the value specified therein.

1.3 Margin *(see definition in clause 26 and clause 6.3)*

The Value of any Collateral delivered, or to be delivered, pursuant to clause 6 by the Borrower to the Lender under the terms and conditions of this Agreement shall on each Business Day represent not less than the Value of the borrowed Securities together with the following additional percentages, hereinbefore referred to as ("**the Margin**"), unless otherwise agreed between the Parties:

(a) in the case of Collateral type (a): **5%**; or

(b) in the case of Collateral types (b) to (f) and (h): **5%** (except that, for Certificates of Deposit, the Margin shall be the accumulated interest thereon); or

(c) in the case of Collateral type (g): **5%**.

If the Value of the borrowed Securities includes any margin over the mid market price of the borrowed Securities, this shall be taken into account in determining the Margin applicable.

1.4 Basis of Margin Maintenance ***(see clause 6.4)***

Minimum period after demand for transferring Collateral or Equivalent Collateral:

(a) Cash Collateral: within **one** Business Day;

(b) Equivalent Collateral: not less than the Standard Settlement Time for such Collateral or the equivalent time on the exchange or clearing organisation through which the relevant Collateral is to be, or was originally, delivered;

(c) Other Collateral (ie a Letter of Credit): within **two** Business Days.

1.5 Minimum adjustments ***(see clauses 6.2(a)(ii) and (iii))***

(a) The Lender may not demand that further Collateral be provided by the Borrower if the aggregate deficiency calculated in accordance with clause 6.2 is less than the greater of:

(i) **$5,000**; and

(ii) **2%** of the Value of the Required Collateral Value.

(b) The Borrower may not demand the return of Collateral provided to the Lender if the Borrower has committed an Event of Default in respect of any transaction or if the aggregate excess calculated in accordance with clause 6.2 is less than the greater of:

(i) **$5,000**; and

(ii) **2%** of the Required Collateral Value.

2 BASE CURRENCY ***(see definition in clause 26 and clause 1.6)***

The Base Currency applicable to this Agreement is Australian Dollars.

3 LENDER'S WARRANTIES ***(see clause 10(d))***

clause 10(d) shall apply to [# name of any Party which is not a resident of Australia and where any transaction is not entered into through any branch of that non-resident in Australia].

4 VOTING ***(see clause 4.3)***
Clause 4.3 does/~~does not *~~ apply.

5 PLACE OF BUSINESS ***(see definition of "Business Day" in clause 26)***

Sydney, NSW

6 ADDRESS FOR NOTICES AND STATUS OF PARTIES ***(see clause 20.1)***

6.1 Address for notices or communications to

Salomon Smith Barney Australia Securities Pty Limited

Address: **Level 15, Grosvenor Place,**
225 George Street, Sydney. NSW 2000

Attention: **Head of Documentation**

Facsimile No: **(612) 9251-5229**

Telephone No: **(612) 9321-4771**

Electronic Messaging System Details: **tony.blake@ssmb.com.au** ;

which is~~/not *~~ an Australian Taxpayer.

6.2 Address for notices or communications to

Macquarie Bank Limited

Address: **Level 5,**
1 Martin Place, Sydney. NSW 2000

Attention: **Senior Lawyer**

Facsimile No: **(612) 8232-4540**

Telephone No: **(612) 8232-8364**

Electronic Messaging System Details: **chodgkin@macquarie.com.au**

which is~~/is not~~ * an Australian Taxpayer.

7 COMPENSATION FOR LOSS OF FRANKING CREDITS / REBATES (see clause 9.2)

Is not required by

and

[INSERT NAME OR RELEVANT AUSTRALIAN TAXPAYER PARTY (if applicable. OTHERWISE, DELETE THE PARAGRAPH OR LEAVE IT BLANK.
Note: There is no need to insert the name of any Party who **is not** an Australian Taxpayer, as such a party is not entitled to compensation in any event.]

8 COMPENSATION FOR LOSS OF INTERCORPORATE DIVIDEND REBATE (see clause 9.3)

Is not required by

and

[INSERT NAME OR RELEVANT PARTY (if applicable). OTHERWISE, DELETE THE PARAGRAPH OR LEAVE IT BLANK. Note: Only the name of a resident company (which is not a private company for the purposes of the Tax Act) or a trust estate that is treated as a resident company for the purposes of the Tax Act should be inserted in this item.]

* **DELETE ONE ALTERNATIVE**

Schedule 2 Specimen Form of Borrowing Request (see clause 2.1 and definition of "Borrowing Request" in clause 26)

To: [Name and Address of Lender]

This is a Borrowing Request under the Master Securities Lending Agreement between us dated # (the "**Agreement**")

1 We wish to make the following borrowing of Securities:

(a)	**Description of Securities:**	# [eg "fully paid ordinary shares in # "]
(b)	**Amount of Securities:**	# [eg "1 million"]
(c)	**Proposed Settlement Date of Borrowing:**	# [eg "today"]
(d)	**Time, Mode and Place of Delivery of Securities,** including (as appropriate) settlement system and account to which delivery is to be made:	# [eg "to the account of #, HIN #, in CHESS"]
(e)	**Duration of Loan:**	No longer than eleven months and 20 days after the Borrowed Securities are delivered under this Borrowing Request.
(f)	**Type of Collateral:**	# [eg "Cash"]
(g)	**Time, Mode and Place of Delivery of Collateral:**	# [eg "dvp on CHESS"]
(h)	**Rates** (see clause 5.1 of the Agreement):	#[eg (a) " #% per annum on the Cash Collateral", or (b) "# % per annum on the daily value of the Borrowed Securities" as appropriate].

2 Please confirm your acceptance of this Borrowing Request by return fax.

Dated: #

____
For and on behalf of [Name of Borrower]

____
Signature of Authorised Representative

____
Name and title of Authorised Representative

Schedule 3 Supplementary Terms and Conditions (if any)

This Schedule forms part of and amends the Australian Master Securities Lending Agreement (including Schedule 1) to which it is a Schedule, as follows:

(1) Clause 4.2(c) is amended by replacing the words "Borrowed Securities" in lines 2 and 4 with the words "borrowed Securities".

(2) Clause 4.3 is amended by replacing the word "collateral" in line 15 with the word "Collateral".

(3) Clause 5.3 is amended by replacing the word "relate" in line 8 with the word "relates".

(4) The following new clause 6.11 is inserted:

"6.1 **[Letters of Credit]** If the Collateral in respect of any loan of Securities is or includes a letter of credit the Lender may only draw down under that letter of credit where the Borrower commits an Event of Default and upon and to the extent of the Lender drawing down, whether or not permitted under this clause 6.11, the amount drawn down becomes cash Collateral"

(5) Clause 9.2(f)(i) and (ii) are amended by deleting the square brackets around the words "10 Business Days" where they appear in each clause.

(6) Clause 9.3 (e) is amended by replacing the words "of the Agreement" in line 1 with the words "of Schedule 1".

(7) Clause 9.4(a) is amended by deleting the word *"and"*

(8) The following new clause 9.5 is inserted:

"9.5 [Equities as Collateral]

If and to the extent that Collateral of type (i) (as more specifically referred to in paragraph 1.1 of Schedule 1) is provided, then, if clause 6.7 applies to such Collateral, then clauses 9.2 and 9.3 will also apply (as if the Collateral involved a loan of those Securities under this Agreement), with necessary modifications thereto."

(9) Clause 12.1 (a) is amended by inserting *", Equivalent Securities"* after the words *"redeliver Collateral"* in line 2.

(10) Clause 12.1(b) is amended by inserting *"or clause 7"* after *"clause 6"* in line 1.

(11) Clause 12.2 is amended by replacing the words in line 2 *"an Event of Default occurs"* with the words *"an event occurs which would constitute an Event of Default with the giving of notice"*.

(12) Clause 14.4(b)(i) is amended by replacing the word "or" in line 1 with the word "of".

(13) Clause 15 is amended by deleting the word "and" in line 4.

(14) Clause 16 is amended by replacing the words "No reliance or tax" in the heading with the words "No reliance on tax".

(15) Clause 25.4 is amended by replacing the word "or" in line 3 with the word "of".

(16) Clause 25.6 is amended by replacing the word "defaulting" in line 1 with the word "Defaulting".

(17) The definition of Close of Business is to be amended by replacing the word "agreement" in sub-clauses (a) and (b) with the word "Agreement".

(18) The definition of Equivalent Collateral or Collateral equivalent to is amended by:
- (a) inserting the words "in respect" after the word "made" in line 1 of sub-clause (g)
- (b) inserting the word "and" after "securities, " in line 5 of sub-clause (g)
- (c) inserting "," after "4.2 (b)" in line 6 of sub-clause (g)
- (d) replacing the word "entitles" with the word "entities" in line 3 of the last paragraph.

(19) The definition of Equivalent Securities, sub clause (g), is amended by:
- (a) inserting the word "and" after "securities, " in line 5
- (b) inserting "," after "4.2 (b)" in line 6

(20) The definition of Reference Price is amended by inserting "or (i)" after "type (g)" in line 2 of paragraph (a)

(21) The definition of Standard Settlement Time is amended by deleting "5" after "T+" on the first line and replacing with "3"

(22) The definition of Stock Exchange is amended by deleting the word *"the"*.

(23) Clause 1.1 of Schedule 1 is amended by inserting an additional sub-clause as follows :

" (i) Shares in companies listed on the Australian Stock Exchange. "

(24) Clause 1.2 (c) of Schedule 1 is amended by inserting " and (i) " after " (c) to (g) "

(25) Clause 1.3 of Schedule 1 is amended by inserting an additional sub-clause immediately after sub-clause (c) as follows:

" (d) in the case of Collateral type (i) : 10% "

(26) Clause 1.4 (b) of Schedule 1 is deleted and replaced with the following:

" (b) Equivalent Collateral: within **one** Business Day."

(27) Clause 1.5 (a) of Schedule 1 is deleted and replaced with the following:

" The Lender may not demand that further Collateral be provided by the Borrower if the aggregate deficiency calculated in accordance with Clause 6.2 is less than $100,000.00."

(28) Clause 1.5 (b) of Schedule 1 is deleted and replaced with the following:

" The Borrower may not demand the return of Collateral provided to the Lender if the Borrower has committed an Event of Default in respect of any transaction or if the aggregate excess calculated in accordance with Clause 6.2 is less than $100,000.00."

(29) Clause 3 in Schedule 1 is amended by replacing the word "clause" in line 1 with the word "Clause".

Execution page

Executed by the parties as an agreement:

For and on behalf of
SALOMON SMITH BARNEY AUSTRALIA SECURITIES PTY LIMITED

By : ....

Name : DARRYL A. CASTRO
Title : Authorised Signatory
Date : 1-2-2000

By : ....

Name : F. Munro-Ashman
Title : Authorised Signatory
Date : 1-2-2000

For and on behalf of
MACQUARIE BANK LIMITED

By : ....

Name : Mark Konda
Title : Division Director
Date : 3.2.2000

By : C. Hodgkinson ....

Name : C. Hodgkinson
Title : Lawyer / Authorised Signatory
Date : 3.2.2000